



Lori A. Shibinette
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301
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October 19, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, and 2020-20, Governor Sununu has authorized the Department of Health and Human Services, Division for Behavioral Health, to award a **Sole Source** grant agreement to Unite USA, Inc. (VC# 334953-B001), Nashua, NH, in the amount of \$700,000 for the provision of a Closed Loop Referral System with the option to renew for up to three (3) additional years, effective upon Governor approval through September 30, 2021. 100% Other Funds (Governor's Office for Emergency Relief and Recovery).

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-92-920510-19310000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL
SERVICES, BDAS GOFERR FUNDS**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502507	CONTRACTS FOR OPERATIONAL SERVICES	92051931	\$700,000
			Total	\$700,000

EXPLANATION

This item is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic. The implementation of a Closed Loop Referral System is goaled at streamlining the referral processes for health care facilities and community based organizations, statewide. To meet this goal the Department sought a solution to reduce the number of informed consent forms needed to connect clients with services in an effective manner, while maintaining compliance with federal and state regulations regarding data sharing. Unite USA, Inc., is the only vendor able to meet all of the Department's requirements, including a single informed digital consent form.

The purpose of this agreement is to encompass requirements for implementing an information and closed-loop referral system that includes support for all areas of care coordination, beginning with substance use disorder (SUD) services.

Due to COVID-19, New Hampshire's need for a closed loop referral system has greatly increased because pandemic response efforts often encourage isolation, which can be detrimental to the State's most vulnerable populations. Additionally, the COVID-19 pandemic response has resulted in limited provider availability and restricted access to other services. Many patients with complex cases rely on multiple providers, and may not have easy access to the internet to find the services. The Closed Loop Referral System will be implemented in partnership with Granite United Way and network participants to enhance care coordination by connecting clients to services via phone, in person, or via the Internet.

The Grantee will provide a closed-loop system that assists providers to identify areas in which a patient may not be receiving necessary care; provide a single consent option to send referrals to all applicable services; and document and update outcomes associated with the referrals. Additionally, the Closed Loop Referral System will assist individuals with pursuing and receiving necessary services.

Area served: Statewide

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shubinette". The signature is fluid and cursive, with the first name "Lori" and last name "Shubinette" clearly legible.

Lori A. Shubinette
Commissioner

CLOSED LOOP REFERRAL SYSTEM
SS-2021-OCOM-05-CLOSE-01
DHHS-2021-019
PART 1 FORM P-37 (version 12/11/2019)

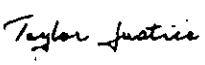

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Unite USA, Inc.		1.4 Contractor Address 65 North Moore Street Floor 2 New York, NY 10013	
1.5 Contractor Phone Number (844) 786-4838	1.6 Account Number 05-95-92-920510-19310000	1.7 Completion Date September 30, 2021	1.8 Price Limitation \$700,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 10/6/2020		1.12 Name and Title of Contractor Signatory Taylor Justice Co-Founder & President	
1.13 State Agency Signature David Wieters <small>Digitally signed by David Wieters Date: 2020.10.06 16:46:10 -04'00'</small> Date:		1.14 Name and Title of State Agency Signatory David Wieters, Director Information Services	
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: 10/7/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

CLOSED LOOP REFERRAL SYSTEM

SS-2021-OCOM-05-CLOSE-01

DHHS – 2021-019

PART 2

INFORMATION TECHNOLOGY PROVISIONS

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
CLOSED LOOP REFERRAL SYSTEM
SS-2021-OCOM-05-CLOSE-01
DHHS – 2021-019**

PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

TERM	DEFINITION
Agreement	A Contract duly executed and legally binding.
Attachment	Supplementary material that is collected and appended at the back of a document.
Contractor Personnel	The Contractor's employees, contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Breach of Security or Breach	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Business Hours	The Vendor's personnel shall work normal business hours between 9:00 a.m. and 6:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties.

Unite USA Inc.

Contractor Initials: TJ

SS-2021-OCOM-05-CLOSE-01

Date: 10/6/2020

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
CLOSED LOOP REFERRAL SYSTEM
SS-2021-OCOM-05-CLOSE-01
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Commercial Off the Shelf Software (COTS)	Commercial off-the-shelf (COTS) is a term that references a non-developmental computer software.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block I.7)
Computer Security Incident	“Computer Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Confidential Information	<p>Information required to be kept Confidential from unauthorized disclosure under the Contract. “Confidential Information” or “Confidential Data” means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information</p>
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.

Unite USA Inc.

Contractor Initials: TJ

SS-2021-OCOM-05-CLOSE-01

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)
Contract Manager(s)	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation, as well as Part 3, Exhibit B – Paragraph 2: Contract Price.
Contractor/Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Data	Records, files, forms, data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
Deficiency (-ies)/Defects	A material failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.

Unite USA Inc.

Contractor Initials: TJ

SS-2021-OCOM-05-CLOSE-01

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, including any training or network implementation descriptions and materials, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Hosting Services	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosting Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.

Unite USA Inc.

Contractor Initials: TJ

SS-2021-OCOM-05-CLOSE-01

Date: 10/6/2020

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire
Maintenance Release	Is a release of a product that does not add new features or content.
National Institute of Standards and Technology (NIST)	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.
Network	The coordinated care network of Network Participants.
Network Participants	Health care and social service providers who have entered into the Network Participation Terms and Conditions. For purposes of this Agreement, Network Participants shall also include authorized “public health authorities” permitted to collect and receive protected health information pursuant to 45 C.F.R. § 164.512(b)(i) for public health activities, whether or not such public health authorities have entered into the Network Participation Terms and Conditions.

Unite USA Inc.

Contractor Initials: TJ

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Data	Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance, Agreement or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A file format for storing digital data, defined by a published specification usually maintained by a standards organization, and which can be used and implemented by anyone.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer Data that is defined in RSA chapter 21-R:10 and RSA chapter 21-R:13.
Operating System	System is fully functional and is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional and the System is available for use by the State in its daily operations.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.

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Parties	The Contractor and the State of New Hampshire collectively.
Personal Data	“Personally Identifiable Information” (or “PII”) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Manager(s)	The persons identified who shall function as the State’s and the Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Project Team	The group of State employees and Vendor’s personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.

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Service Software	The proprietary case management and network care coordination software tool hosted by Contractor.
Software	All SAAS and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software provided by the Vendor.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

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State Data	All Data provided by or on behalf of the State or in any way originating with the State, whether such Data or output is stored on the State's hardware, the Contractor's or subcontractor's hardware, a hosted cloud solution or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor or subcontractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Confidential Information	State Data and information and Confidentiality regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A: Access to Government Records and Meetings.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.
State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.

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Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Maintenance	The various forms of computer or server maintenance required to keep a computer system running properly.
Technical Authorization	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
Term	Period of the Contract from the Effective Date through Contract Conclusion or termination.
Transition Services	Services and support provided when the Vendor is supporting system changes.
Vendor/ Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Release	Code release that are done during the Warranty Period.

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Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Hours	Contractor personnel shall work normal business hours between 9:00 a.m. and 6:00 p.m., eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES ("State"), and UNITE USA INC. a New York Corporation, ("Contractor"), having its principal place of business as indicated in Part 1, Form P-37, General Provisions Block 1.4, Contractor Address.

The COVID-19 pandemic has exacerbated the challenges associated with connecting individuals to adequate short-term Substance Use Disorder (SUD) care. Constraints on transportation, medical, and other provider availability leaves vulnerable individuals, including individuals with SUD, at risk. A closed loop referral system will enable individuals in immediate need to access care during a challenging period where social distancing and other pandemic-response efforts may isolate individuals with SUD from their typical support systems.

The State of New Hampshire Department of Health and Human Services along with providers across the state, have developed several standalone systems to include Electronic Medical Records, Case Management, Treatment Locators, and information and referral systems to address their needs. There is a need for a standardized, enterprise approach to eliminate manual coordination between providers and the department for services by creating a closed loop referral system. A closed-loop referral system allows a patient's entire network of care providers to see what services the individual is receiving (or not receiving). The system permits real-time identification of gaps, barriers and assets. Due to COVID-19, New Hampshire's need for a closed loop referral system has greatly increased because pandemic response efforts often encourage isolation, which can be detrimental to the state's most vulnerable populations. Additionally, the COVID-19 pandemic response has resulted in limited provider availability and restricted access to other services. Many patients who have complex cases rely on multiple providers, and may not have easy access to the internet. A closed-loop system allows providers to identify areas in which a patient may not be receiving necessary care, and assists the patient in the pursuit of necessary services or alternatives.

This project will encompass requirements for implementing an information and closed loop referral system that includes treatment location services and support for all areas of care coordination to begin with substance use disorder (SUD) services. Upon identification of additional funding the project may expand to elderly adult care, housing supports, children & families, continuum of care, behavioral health and public health. The initial focus, and the subject of this agreement, will be to implement a closed loop referral system for substance use disorder services beginning with the Doorways. There are nine (9) Doorway providers referenced in table below, each of which the State in partnership with Granite United Way will implement a closed loop referral system.

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The Doorway at AVH	Androscoggin Valley Hospital
The Doorway at Concord	Concord Hospital
The Doorway Operated by Wentworth-Douglas Hospital	Wentworth-Douglas Hospital
The Doorway at Cheshire Medical Center	Cheshire Medical Center
The Doorway at LRG Healthcare	Lakes Region General Hospital
The Doorway at Dartmouth-Hitchcock	Dartmouth-Hitchcock Medical Center
The Doorway at LRH	Littleton Regional Healthcare
The Doorway of Greater Manchester	Catholic Medical Center
The Doorway of Greater Nashua	Southern New Hampshire Medical Center

RECITALS

Whereas the State desires to have the Contractor provide a closed loop referral system for services, treatment and supports that can scale into a statewide platform to provide service location and referral as well as outcome based reporting, and associated Services for the State;

Whereas the Contractor wishes to provide: a closed loop referral system for services, treatment and supports that can scale into a statewide platform to provide service location and referral as well as outcome based reporting, and associated Services to the State.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement SS-2021-OCOM-05-CLOSE-01/DHHS-2021-019 is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits
 - Exhibit A – Special Provisions
 - Exhibit B – Scope of Services
 - Exhibit C – Price and Payment Schedule
 - Exhibit D – Administrative Services
 - Exhibit E – Implementation Services

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Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Requirements
Exhibit I – Work Plan
Exhibit J – Software License
Exhibit K – Warranty & Warranty Services
Exhibit L – Training Services
Exhibit M – Reserved
Exhibit N – Reserved
Exhibit O – Attachments and Certificates

2. CONTRACT TERM

- 2.1. The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals (“Effective Date”).
- 2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended as indicated in Part 3, Information Technology Exhibits, Exhibit A, Special Provisions..
- 2.3. The Contractor shall commence work upon the Effective Date unless otherwise mutually agreed in writing.
- 2.4. Reserved
- 2.5. Time is of the essence in the performance of the Contractor’s obligation under the Contract.

3. COMPENSATION

3.1. Contract Price

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

3.2. Non-Exclusive Contract

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

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the Contractor.

4. CONTRACT MANAGEMENT

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

4.1. Contractor's Contract Manager

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

Account Manager
217 Broadway, Floor 8
New York, NY 10007
Contact information to be provided as part of Work Plan

4.2. Contractor's Project Manager

- 4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor shall provide the project manager's resume, qualifications, references and successful background checks. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 4.2.2. The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit I: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced and meet the requirements of the Contract; and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5. Contractor Project Manager is:

Project Manager
217 Broadway, Floor 8
New York, NY 10007
Contact information to be provided as part of Work Plan

4.3. Contractor's Key Project Staff

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth within this Contract.: Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.

4.4. State Contract Manager

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

Director of Contracts and Procurements
129 Pleasant Street
Concord, NH 03301
(603) 271-9631

DHHS-contracts@dhhs.nh.gov

4.5. State Project Manager

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

- a. Leading the Project;
- b. Engaging and managing all Contractors;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;

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- e. Invoice sign-offs;
- f. Review and approval of Change Request; and
- g. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

DHHS Information Services Director
129 Pleasant Street
Concord, NH 03301
(603) 271-9529

David.Wieters@dhhs.nh.gov

4.6. Reference and Background Checks

4.6.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

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

5. DELIVERABLES

5.1. The Contractor's Responsibilities

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

5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract

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Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. Deliverables and Services

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

6. SOFTWARE

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

7. SERVICES

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

7.1. Administrative Services

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

7.2. Implementation Services

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

7.3. Reserved

7.4. Maintenance and Support Services

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

7.5. Warranty Services

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

7.6. Training Services

The Contractor shall provide the State with training Services set forth in the Contract, and

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particularly described in Part 3 – Exhibit L: Training Services.

8. WORK PLAN DELIVERABLES

- 8.1. The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.2. The initial Work Plan (also referred to as the “Project Plan”) shall be a separate Deliverable and shall be completed with input from the State as described in Part 3 – Exhibit B: Scope of Services.
- 8.3. Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor’s failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.4. In the event of any delay in the Schedule, the Contractor must promptly notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor’s failure to fulfill its obligations under the Contract. To the extent that the State’s execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

9. CHANGE ORDERS

- 9.1. The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor’s receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.
- 9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor’s requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.
- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor’s estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

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10. INTELLECTUAL PROPERTY

10.1. Contractor's Materials

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

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

10.2. State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV and other webpages hosted on such site>, including copyright to all Data and information hosted on such website, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within such WWW site. All such WWW pages and any other Data or information hosted on such website shall, where applicable, display the State's copyright. For the avoidance of doubt, this provision does not apply to Contractor's Software.

10.3 Survival

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

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

In performing its obligations under the Contract, the Contractor may gain access to

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

11.2. State Confidential Information

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

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

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;
- b. was disclosed to the receiving party on a non-Confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; or
- c. is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party;

11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

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

11.4. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and

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

11.5. The State may include PII in State Data and provide PII to Contractor in the course of using the Services only if: (a) disclosure of such PII is necessary for the State's exploitation of the Services; (b) the State has all consents, rights and authorizations necessary to provide Unite Us with the State Data hereunder; and (c) the State's provision of such PII to Unite Us does not and will not violate any applicable privacy policy or any applicable laws.

11.6. The State hereby grants Contractor a license to use, modify, distribute and display State Data (a) on the Service Software, (b) for Network evaluation and reporting purposes and (c) in connection with providing Services to Customer. The State hereby grants all Network Participants a license to access State Data and to use it as permitted by the functionality of the Service Software, provided that the Network Participants may not (i) upload, input, submit, transmit, sell, assign, lease, license, or otherwise provide State Data to third parties who are not part of the Network or (ii) use State Data in violation of applicable law.

11.7. Survival

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

12. LIMITATION OF LIABILITY

12.1. State

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

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Contractor's liability does not apply to indemnification obligations under Form P-37, General Provisions.

12.2. States Immunity

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

12.3. Survival

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

13. TERMINATION

13.1. Termination Procedure

13.1.1 After receipt of a notice of termination, the Contractor shall:

- a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the SLA;
- b. Stop work under the Contract on the date, and to the extent specified, in the notice;
- c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- d. Take such action as the State reasonably directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;
- e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;
 - i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
 - 30 days after the Effective Date of termination, if the termination is for convenience.
 - 60 days after the Effective Date of termination, if the

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termination is for cause.

- f. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- h. Assist in Transition Services, as reasonably requested by the State at Contractor's then-current fees for such Transition Services.

13.1.2 After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its Systems or otherwise in its possession or under its control other than State Data consisting of Personal Data that is maintained by Contractor to ensure continuity of client care:

- a. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;
- c. The Contractor shall securely dispose of all requested Data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State; and
- d. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

13.2. Survival

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

14. DISPUTE RESOLUTION

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

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

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

TABLE 14.3: Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Account Manager	Information Services Director	Five (5) Business Days
First	Director, Customer Success	DHHS Deputy Commissioner	Five (5) Business Days
Second	Vice President, Customer Success	DoIT Commissioner	Ten (10) Business Days
Third	Chief Operating Officer	DHHS Commissioner	Ten (10) Business Days

15. DOIT GENERAL TERMS AND CONDITIONS

15.1 Computer Use

15.1.1 In consideration for receiving access to and use of the computer facilities, network, software maintained or operated by any of the State entities, Systems, equipment, Documentation, information, reports, or Data of any kind (hereinafter "Information"), the Contractor understands and agrees to the following rules:

- a. Every Contractor Personnel has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business including performing the terms of this Contract, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so as permitted by this Contract.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with this Contract and any security policies or procedures provided to Contractor in writing.
- d. That if the Contractor is found to be in violation of any of the above-stated requirements, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

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15.2 Regulatory Government Approvals

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

16. GENERAL CONTRACT REQUIREMENTS

16.1 Insurance certificate

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

16.2 Exhibits

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

16.3 Survival

The terms, conditions contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive.

16.4 Force Majeure

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

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

16.5 Notices

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

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TABLE 16.5: Notices	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
General Counsel	Project Manager
217 Broadway, Floor 8	129 Pleasant Street
New York, NY 10007	03301
844-786-4838	603-271-9529
legal@uniteus.com	David.wieters@dhhs.nh.gov

16.6 Electronic Execution

16.6.1 An electronically transmitted version of this Agreement may be considered the original and the Contractor will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

17. DATA PROTECTION

17.1 Data Protection

17.1.1 The Contractor shall comply with Part 3 Exhibit O Attachments and Certificates DHHS Exhibit A – NH DHHS Information Security Requirements

17.2 Right to Remove Individuals

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

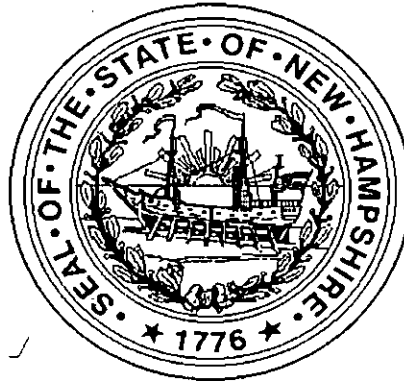
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STATE OF NEW HAMPSHIRE

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EXHIBIT A – SPECIAL PROVISIONS**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, and 2020-17, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon the Governor's approval ("Effective Date").

1.2. 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 three (3) additional year(s) from the Completion Date, only if a source of funding is clearly identified, which is not the Governor's Office for Economic Relief and Recovery (GOFERR) funding, for continuation of services contingent upon satisfactory delivery of services, agreement of the parties, and required governmental approval. The parties agree and understand that approval of any extension of this agreement or expansion of scope may be subject to approval by Governor & Executive Council.

1.3. Paragraph 9, Termination, Subparagraph 9.1 is amended as follows:

9.1. Reserved

1.4. All of Paragraph 10, Data/Access/Confidentiality/Preservation, is amended and replaced as follows:

10. Data/Access/Confidentiality/Preservation

10.1. 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, except as expressly permitted in this Contract.

1.5. Paragraph 12, Assignment/Delegation/Subcontractors, Subparagraph 12.1, is amended to add the following:

12.1 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract

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- 1.6. 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.
- 1.7. Paragraph 14. Insurance, Subparagraph 14.1 is amended as follows:
- 14.1. The Contractor shall maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement:
- 14.1.1. All insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits;
- 14.1.2. Employer's liability insurance with no less than a \$1,000,000 limit;
- 14.1.3. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom, and also including contractual liability covering Unite Us' liability under this Agreement;
- 14.1.4. Professional liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least \$2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for two (2) years after the termination or expiration of this Agreement;
- 14.1.5. Automobile (or other motor vehicle) liability insurance with not less than a \$1,000,000 limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement;
- 14.1.6. If this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than \$1,000,000 for each occurrence and an annual aggregate of not less

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than \$2,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, intentional and unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Unite Us will maintain continuous coverage for one (1) year after the termination or expiration of this Agreement; and

- 14.1.7. Excess liability insurance with not less than a \$2,000,000 limit for the commercial general liability policy required in subsection 14.1.3 above.

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EXHIBIT B – SCOPE OF SERVICES**

1. STATEMENT OF WORK

1.1. General Project Assumptions

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data. Notwithstanding the definition of Confidential Information, Contractor may share Confidential Information provided by the State with Network Participants solely in connection with the care coordination activities and related services enabled by the Vendor Software as permitted by this Contract.
- d. The Deliverables are set forth in the Schedule described below in Section 2.
- e. Pricing for Services set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES

2.1 OPERATIONAL SYSTEM DELIVERY DEADLINE

- a. The Contractor shall provide the Department with a fully operational and in-use closed-loop referral system for priority substance use disorder providers before December 30, 2020. The availability of funding for this project is contingent upon such delivery.
- b. An operational and in-use system is one that is fully functional and available to priority substance use disorder providers and individuals experiencing substance use disorders, and from which providers and individuals served are utilizing and receiving the benefit of the system's functionality.
- c. Priority substance use disorder providers consist of the nine (9) healthcare providers associated with the nine (9) Doorway providers listed in the Introduction section of Part 2 of this agreement and any other community-based organizations associated with substance use disorder subsequently identified and agreed upon by the project team.

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2.2. NETWORK SERVICES

Subject to Department's payment of the applicable fees set forth below, Contractor shall provide Department the following Services:

- a. **Network Implementation.** Contractor will facilitate a streamlined process for the implementation of a coordinated referral network (the "**Network**") within the State of New Hampshire (the "**Territory**"), which shall consist of the following activities:
 - i. **Customer Discovery and Project Development and Strategy.** Contractor will work with Department to (i) understand Department needs and priorities for the Network and (ii) develop a project plan and strategy that determines the optimal launch dates for government agencies, FQHCs, and community-based safety net clinics ("**Licensed Entities**") and CBOs within the Territory (such plan, the "**Project Plan**"). For purposes of this SOW, "**CBOs**" means any nonprofit social service organization (other than health systems, health plans, and government agencies) primarily providing services that are not clinical in nature.
 - ii. **Network Design.** Contractor shall work with Department to determine specific configurations to be implemented for the Network, including screening workflow(s), assessment forms to be included in referrals by service type, outcomes reporting categories, and network participants and roles. Contractor will implement the Network design into the Service Software based on the applicable organizational profile structures.
 - iii. **Socialization and Change Management.** Contractor shall coordinate and facilitate a socialization process to create buy-in and onboard personnel of Department, Licensed Entities and CBOs onto the Service Software. Activities may include disseminating initial interest surveys, hosting virtual presentations for Department, Licensed Entities and CBOs, conducting a formal asset mapping process, hosting virtual strategy sessions including Department and community leaders to obtain buy-in, and conducting virtual workflow-planning meetings among participating desired entities.
 - iv. **Network Launch.** On a mutually agreed launch date set forth in the Project Plan (the "**Network Launch Date**"), Department, Licensed Entities and CBO personnel who have completed an engagement session will receive a welcome email from Contractor with login credentials and a prompt to start using the Service Software. Contractor will provide email and live-chat support in the weeks directly following the launch of the Network to ensure that Authorized Users have a positive onboarding experience.
 - v. **Resource Directory.** Contractor shall coordinate an integration with Granite United Way for 211 resources and shall ensure information in the resource directory is comprehensive and updated at least every 90 days, or as otherwise scheduled in coordination with Granite United Way and NH 211. Contractor shall develop community standards for referral metrics for all network participants to adhere to in regards to maintaining the resource directory and closed loop referral system for review and approval by DHHS. Comprehensive resource directory

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shall include all resources within any geographic area. Vendor shall be responsible for vetting and updating resources.

- vi. The resource directory shall be publicly accessible directories and shall provide a portal for each network participant to easily update the directory.
- vii. **Accessibility:** Contractor shall ensure the resource database can be filtered to include but not be limited to programs, need, service, geography, and distance.
- b. **Network Management.** Contractor will support an on-going network development process to continue to grow, optimize, and curate the Network. This includes: (a) ongoing review of CBO engagement and governance of network participation; (b) identification of service provision mix and gaps; (c) ongoing review of CBO prospect list and referred CBOs to identify potential Network Participants; (d) new CBO socialization and onboarding; and (e) post-launch community meetings to continually optimize the Network.

2.2 SOFTWARE

- a. **Service Software Licenses.** Contractor has developed a proprietary software tool to coordinate electronic referrals and case management tasks between organizations on a common technology platform (the "Service Software"). The Service Software enables Department and its Authorized Users to access the Network. Subject to Department's payment of the applicable fees set forth below and the terms and conditions set forth in the Master Agreement, Contractor shall provide unlimited web-based licenses for Department, Licensed Entities, and CBOs to use the Service Software within the Territory during the Initial Term. For the avoidance of doubt, the unlimited licenses do not include access for Managed Care Organizations, healthcare systems or health plans (other than, for the avoidance of doubt, the Doorways programs listed in this Scope of Services).
- b. **Service Software Training.** Contractor shall offer Department, Licensed Entities and CBOs multiple options for new user training, including webinar training, self-guided training tools and additional training opportunities for super-users. Contractor also supports training for new Licensed Entities and CBOs as they join the Network. For any Licensed Entities or CBOs that will need to delay onboarding according to internal needs, Contractor will work with those Licensed Entities and CBOs to ensure they have access to virtual training materials at their own pace. Contractor shall conduct at least one annual virtual training session for Department, Licensed Entities and CBO users upon request and at no additional cost to Department.
- c. **Service Software Support.** Contractor shall provide technical and advisory support for Department in accordance with Exhibit G (Maintenance and Support).

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2.3 CONTRACTOR INSIGHTS (REPORTING)

- a. The Service Software tracks structured data on each referral and interaction in the Network. Subject to Department's payment of the applicable fees set forth below, Contractor will provide Department the ability to review the metrics set forth below following the Network Launch Date and a mutually agreed upon number of licenses to review such metrics during the Initial Term, not to exceed ten (10) licenses.

Network Goal	Metric
Network Coverage	# of Organizations by Month/Year
Network Coverage	# of Licensed Users by Month/Year
Network Coverage	# of Organizations by County
Network Coverage	# of Programs by Service Type and County
Network Coverage	# of OON cases by Month/Year
Network Impact	# of Clients Served
Network Impact	# of Service Episodes by Service Type
Network Impact	Average Time to Referral Acceptance
Network Impact	# of Referrals Rejected by Prior # of Rejections
Network Impact	# of Service Episodes Closed by Service Type
Network Impact	# of Service Episodes Closed by Outcome

- b. In addition to the metrics above, Contractor can also provide the data summaries listed below that provide insight on additional characteristics of the Network.

Network Goal	Metric
Network Impact	Client Age/Gender Distribution
Network Impact	Cumulative Clients to the Network by Week/Month/Year
Network Impact	Service Episodes by Week/Month/Year
Network Impact	Top 10 Sending Partners
Network Impact	Top 10 Receiving Partners

- c. Additionally Contractor will provide the ability to export all State Data from the contractor's cloud based platform to the State of New Hampshire's enterprise business intelligence platform on a regular basis.

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2.4 MARKETING.

The Parties agree that the Network described in this SOW shall be referred to in all external communications by a network name agreed upon through stakeholder buy-in process. Department agrees to work with Contractor to issue a mutually agreeable announcement at an agreed date to communicate the launch of the Network described herein and any key milestone thereafter. Department agrees that Contractor may use quotations from such announcement(s) in any marketing and promotional materials. Department agrees to allow Contractor to add Department's name and/or logo (a) to a list of selected or representative Departments, and (b) in other promotional material (such as marketing presentations) on an individual basis with prior approval in writing from the Department. Except as expressly authorized in accordance with this paragraph and subject to the terms and conditions of the Agreement, neither Party has any right, title or interest, express or implied, in and to the trademarks or logos of the other Party.

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2.5 KEY MILESTONES AND TARGET MILESTONE DATES

TABLE 2.5: Deliverables		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Project Plan: Contractor provides a complete, initial version of the Project Plan for Department review and sign-off.	Written; Within six (6) days of the Effective Date (with opportunity for ongoing Department feedback)
3	Software Configuration: Contractor configures the Service Software and Network to reflect agreed-upon assessments, outcomes, and necessary data configurations.	Written; Within eight (8) weeks of Department sign-off in writing on required software configurations, including (i) assessments; (ii) workflows/network structure; and (iii) outcomes
4	Registration: Contractor builds an online registration form for network participants. Registration data will be used to configure each network participant and the Network configuration of the Service Software.	Written; Within three (3) weeks of completing software configuration, or within three (3) weeks of when Department identifies network participants and network participant users are able to register online, whichever is later.
5	Software Training: Contractor trains Licensed Entities, network participants, and Department users on the Service Software. Once users have been trained, Contractor sends an email invitation to all trained users with login credentials.	Written; On a rolling basis, as network participants and Licensed Entities join the Network.
	Network Launch Date: Contractor will provide login credentials to Department, Licensed Entities, and CBO users or identified point of contacts, based on the targeted Network Launch Date.	Network Launch Date to be set forth in the Project Plan based on mutually agreed timeline.

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OPERATIONS		
33	Ongoing Hosting Support	Non-Software
34	Ongoing Support & Maintenance	Software
35	Conduct Project Exit Meeting	Non-Software

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1. Contract Type

- a. This is a Fixed Firm Price Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

Service	Fee	Payment Due Date
Network Implementation Fee	<i>Waived</i>	N/A
Network Management Fee – Year 1	\$700,000	80% due on the Effective Date 20% due on the earlier of December 30, 2020 and the Network Launch Date
Unlimited Contractor Web-Based Platform Licenses during the Initial Term for Department, Licensed Entities and CBOs within the Territory	<i>Waived</i>	N/A

- b. All such fees above are exclusive of reimbursable expenses for travel and lodging, which may be accrued by Contractor. As outlined in Section 3 the State will not be responsible for travel or other out of pocket expenses. Payments to Contractor are due within thirty (30) days of receipt of the applicable invoice.

1.2. Future Vendor Fees Worksheet

1.2.1 The State may request additional Services from the selected Vendor and requires mutually agreed fees in the event that additional Service is required by amending this contract. The following format must be used to provide this information. "SFY" refers to State Fiscal Year. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.

1.2.2. The State and Contractor agree to the following fees in the event the contract is extended as described in Part 2 – Information Technology Provisions Section 2: *Contract Term*. This contract shall remain in effect for one (1) year from the

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Effective Date set forth on the cover page (the "Initial Term"). At any time during the Term (as defined below), this SOW may be amended and additional Services purchased with the written consent of the Parties. Contractor shall have the right to increase the applicable fees prior to any Renewal Term; provided that Contractor provides Department reasonable notice prior to the end of the then-current term. Notwithstanding the foregoing, in the event that Department elects to renew following the Initial Term for the same scope set forth in this SOW, Contractor shall charge Department \$450,000 per year for the first two, one-year Renewal Terms.

2. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

3. TRAVEL EXPENSES

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

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. INVOICING

- a. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.
- b. Upon receipt of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

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6. INVOICE ADDRESS

Invoices may be sent to:

Financial Manager

Department of Health and Human Services

105 Pleasant Street

Concord, NH 03301

Email – invoicesforcontracts@dhhs.nh.gov

7. PAYMENT ADDRESS

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

8. OVERPAYMENTS TO THE CONTRACTOR

The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

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EXHIBIT D – ADMINISTRATIVE SERVICES**

1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. RECORDS RETENTION AND ACCESS REQUIREMENTS

- 2.1. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7: Contractor Records Retention.
- 2.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for at least five (5) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.
- 2.3. No more than once annually upon at least sixty (60) days' written notice (except as otherwise required by applicable law), all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.
- 2.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

3. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E – IMPLEMENTATION SERVICES**

1. PROJECT MANAGEMENT

- 1.1 The State believes that effective communication and reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

2. STATE MEETINGS AND REPORTS

- 2.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
- a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Health and Human Services and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
 - d. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
 - e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
 - f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.
- 2.2. The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.
- 2.3. The Contractor's Project Manager or the Contractor's Key Project Staff shall submit bi-weekly status-meetings in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the

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State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

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

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

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EXHIBIT F – TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

- 1.1. The software as a service platform will be configured as described in Exhibit B: Scope of Services based on planning sessions with the State, network participants, and Granite United Way and such configurations shall be subject to the UAT in Section 1.1 below..
- 1.2. The Contractor will provide training as necessary to the State staff responsible for test activities.

2. USER ACCEPTANCE TESTING (UAT)

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

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

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

3. Performance Tuning and Stress Testing

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

3.2. Scope

- a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment and allow for all CBOs and other entities accessing the system to utilize the system without degradation of the overall service. The system as a statewide resource should be able to scale from several hundred to several thousand users both of the search for services as well as referral processing.
- b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.
- c. Performance testing and tuning shall occur as set forth in the Work Plan to provide the best results.

3.3. Test Types

- a. Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.
 - i. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into

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business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

- ii. **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

3.4. Tuning

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

4. Penetration Testing (Non-PCI)

- 4.1. The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.
- 4.1.2. Implement a methodology for penetration testing that includes the following as applicable:
 - a. Industry-accepted penetration testing approaches (for example, NIST SP800-115).
 - b. Includes coverage for the entire Closed Loop Referral System.
 - c. Includes testing from both inside and outside the network.
 - d. Includes testing to validate any segmentation and scope-reduction controls.
 - e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in OWASP Top Ten Application Security Risks.
 - f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems.
 - g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months.
 - h. Specifies retention of penetration testing results and remediation activities results.

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- 4.1.3. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).
- 4.1.4. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).
- 4.1.5. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

5. Successful UAT Completion

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

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

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

2. DEFINITIONS.

2.1. For purposes of this Software Support Schedule, the following terms have the meanings set forth below. Capitalized terms used but not defined herein have the respective meanings given to them in the Agreement.

- a. **“Available”** means the Service Software is available and operable without substantial degradation for access and use by Customer over the Internet in material conformity with this SOW.
- b. **“Excluded Event”** means any misuse of the Service Software by Customer; failure of or degradation in Customer’s internet connectivity; use of the Service Software by Customer with any third-party software or products that Contractor has not provided or caused to be provided to Customer; use of a non-current version or release of the Service Software by Customer; Internet or other network traffic problems other than problems arising in or from networks actually, or required to be, provided or controlled by Contractor; Customer’s failure to meet any written minimum hardware or software requirements set forth by Unite Us; Downtime or outages resulting from unplanned emergency maintenance or other events outside Unite Us’ reasonable control; and Scheduled Downtime or outages of the Service Software in whole or in part.
- c. **“Scheduled Downtime”** means no more than ten (10) hours per month on the weekends or between the hours of 9PM and 6AM Eastern Time Monday through Friday, during which time the Service Software is not available, provided that Unite Us has given Customer reasonable advanced notice of any such unavailability.

3. CONTRACTOR’S RESPONSIBILITY

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

3.2. Maintenance Releases

The Contractor shall make available to the State the latest program updates, general Maintenance Releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

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3.3. Standard Agreement

The State will adopt the Contractor's standard maintenance Agreement modified to address terms and conditions inconsistent with State Statutes and general State Information Technology (IT) practices.

4. SYSTEM SUPPORT

4.1. Contractor's Responsibility

- 4.1.1. The Contractor will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.
- 4.1.2. The contractor shall use commercially reasonable efforts to make the Service Software Available to Customer, as measured by hours Available over the course of each calendar month during the Term, at least 99.9% of the time, excluding the time the Service Software is not Available as a result of one or more Excluded Events.
- 4.1.3. PII and PHI. Customer acknowledges and agrees that it shall, and shall cause its Authorized Users to, exclude PII (including PHI) from support requests.
- 4.1.4. As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
- 4.1.5. The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, via approved live-chat and email support channels from 9am to 10pm ET in accordance with the terms set forth in this exhibit at no additional cost to the State.

5. SUPPORT OBLIGATIONS AND TERM

- 5.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- 5.2. The Contractor shall maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.
- 5.3. For all maintenance service calls, the Contractor shall ensure the following information will be collected and maintained:
 - 5.3.1. Nature of the Deficiency;
 - 5.3.2. Current status of the Deficiency;
 - 5.3.3. Action plans, dates, and times;
 - 5.3.4. Expected and actual completion time;
 - 5.3.5. Deficiency resolution information;
 - 5.3.6. Resolved by;

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- 5.3.7. Identifying number (i.e. work order number);
 - 5.3.8. Issue Identified by; and The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - 5.3.9. Diagnosis of the root cause of the problem; and
 - 5.3.10. Identification of repeat calls or repeat Software problems.
- 5.4. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, as well as to return the Contractor's product and receive a pro-rated refund for all amounts prepaid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request.

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EXHIBIT H – REQUIREMENTS

1. BUSINESS REQUIREMENTS

<i>TRAINING Business Requirements</i>	
B1.1	Vendor must provide a detailed plan for training which should include at minimum the following: a) Training Schedule for each stakeholder type set forth in the Scope of Services b) Mode of Training (Web, In Person if mutually agreed)
B1.2	Vendor must provide training in accessible locations (if in person) and formats.
B1.3	Vendor must provide user training to all stakeholder groups set forth in Scope of Services.
<i>GENERAL Business Requirements</i>	
B2.1	Vendor must have the ability, on a mutually agreeable timeline, to implement flexible data interfaces (API/Web Services) with the existing State data sources systems of record. These interfaces should remain durable and allow for upgrades or refreshes when new programs are added and /or new systems/technologies are introduced in the underlying source systems.
B2.2	Vendor must specify operations costs for the following: a) Software Cost for Maintaining and Operating the Software as a Service Environment and meet the federal and State standards set in the contract b) Cost to support business operations such as help desk, ongoing training and support costs Vendor provides maintenance as specified in Exhibit G during support hours at no additional cost to Customer
B2.3	The Closed Loop system must have capacity for future expansion to additional populations or services. Additional services and programs may be added to or removed from the Closed Loop implementation throughout the life of this contract.
B2.4	Vendor must have the ability to ensure coordination and integration with components, other State systems and allow interoperability on a mutually agreed timeline for designated systems and subject to additional fees.

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B2.5	Vendor must provide a written report and assessment to the Department within 48 hours following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).
B2.6	The vendor solution must provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format and avoids duplicate entry of same information.
B2.7	The vendor system must allow for search and easy access to both current and historic data in the system
B2.8	A provider registration form must be available on line and include but not limited to the following elements: Name, Organization, Title, City, County, State, Postal Code, Email
B2.9	Vendor must have the ability to provide a resource directory accessible by providers on its platform that is maintained and contains current organization program and services as well as eligibility information.
B2.10	Must create a network for providers to join, and be accountable, for maintaining accurate information as well as agreements to provide bi-directional feedback regarding referral receipt, associated response in a pre-determined and agreed to timeframe.
B2.11	Vendor must have the ability to provide and host a public facing website that allows the public to search, filter and select organizations, which website will include information regarding the organizations, programs, service, location and hours. This is not in scope for the initial Scope of Services but may be added as part of a separate amendment.
B2.12	Vendor software must include a client consent-based data exchange between resource providers within the network to include client information provided as specified in referrals for such clients and subject to the permissions for each provider
B2.13	Leverage digital signature and other means of obtaining a single consent for each client that will describe the data sharing permitted between providers on the Software.
B2.14	Provide an electronic referral between resource providers and secure the communication and data

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B2.15	Provide reports for overall network performance based on outcomes of delivered services to include time to delivery, interactions, services rendered by category, number of referrals received, number of referrals submitted.
B2.16	Provide a reporting solution on demographics and the related outcomes of services delivered based on the initial referral. This would include, but not be limited to: as the referral responded to in the agreed upon timeframe, were the services rendered, were additional follow up services required and were there additional referrals for services.
B2.17	The system collects and provides reports on data associated with overall network performance, resource provider performance, efficiency gains, and can identify gaps or opportunities for improved services and outcomes
B2.18	Has a data classification and governance based permissions system that manages each resource provider's access to the data in compliance with HIPAA, FERPA, FIPS and specific controls surrounding 42 CFR Part 2 data.
B2.19	Must utilize a single master patient index that ensures all resource providers have the ability to search and match clients and eliminate duplication
B2.20	Provides a 360° view of each patient for improved care coordination between resource providers to include all services rendered, outstanding referrals, patient demographics, resource providers currently involved in the client's care plan.
B2.21	Must provide Vendor Personnel to extend the State's reach focused on community engagement and adoption of the platform into the providers and community based organizations
B2.22	Must provide a referral system that incorporates the ability to send and receive referrals, have automated notifications for updates on clients served by a provider and include case management functionality for those CBO's or provider's that do not already employ a case management system
B2.23	Must be able to integrate the Software into an existing Electronic Health Record system and case management system on a mutually agreed timeline and subject to mutually agreed fees for such integrations
B2.24	Providers must be able to match a client from an EHR to the platform and secure data exchange via FHIR or another approved messaging solution on a mutually agreed timeline and subject to mutually agreed fees for such integration
B2.25	Provide a centralized screening, assessment, evaluation, ability to utilize existing screenings, assessments or evaluations

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B2.26	Provide a system to allow providers to see the services that the client have received and information on the outcome of those services, subject to applicable law, the providers' permissions and the client's consent.
B2.27	Provide direct support for providers to enroll and engage with the platform following submission of a partner registration form.
B2.28	Provide a digital referral management – to connect clients with services and report on outcomes of the services
B2.29	Provide a screening assessment to meet the various services provided by DHHS and the State's providers and community based organizations to allow for a single point of information disclosure eliminating the multiple entries of data.
B2.30	Provide a digital outcome reporting to improve quality of care, reduce service gaps, and reduce overall costs of services.
B2.31	Ability for participating providers and entities to communicate with individual clients via SMS, email, interfaces for purposes of obtaining individual client consent and for one-way messages to clients.
B2.32	Provide the data dictionary and solution to integrate the platform on a mutually agreeable timeline with the State of New Hampshire's enterprise business intelligence platform with a planned periodic extract.
B2.33	Vendor must have the capability to host a website that enables individuals to submit requests for assistance, which would be directed to an agreed upon entity to coordinate inbound assistance requests. This is not in scope for the initial Scope of Services but may be added as part of a separate amendment.
B2.34	Ensure that there are Network Participants on the Network with the ability to provide a 24/7 information & guidance hub for general public (individual, family member, teacher, health care provider, friend..) to get educational materials and info about MI, treatment & recovery; gain information about his/her condition and corresponding supports and services; stigma reduction and suicide prevention resources.
B2.35	Clients shall be able to rescind consent.

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<i>DATA RETENTION AND INTEGRITY</i>	
B3.1	Vendor must preserve and make available all data and records for a period of six years from the latter of the complete termination of the Contract the partial termination of the Contract or the date of final payment under this Contract unless a longer period of time is required by law.
B3.2	Vendor must ensure that the Data integrity error rate and routing errors of any transaction conforms to industry standards for such Data.
B3.3	Vendor must provide a mitigation plan for all reported deficiencies. Major and critical deficiencies must be corrected within forty (40) calendar days of the report submission to the Vendor.

2. APPLICATION REQUIREMENTS.

<i>GENERAL SPECIFICATIONS</i>	
A1.1	Ability to access data using open standards access protocol (please specify supported versions). SAML 2.0 and OAuth
A1.2	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1
<i>APPLICATION SECURITY</i>	
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
A2.3	Enforce unique user names.

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A2.4	Enforce complex passwords. Password complexity rules are set by Unite Us. All user passwords must be at least eight characters long, a mix of special characters, and may not resemble the user's name or email address. Commonly used or known passwords are also disallowed. All passwords are verified against a breach database.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters as specified above.
A2.6	Encrypt passwords in transmission and at rest within the database.
A2.7	Provide the ability to limit the number of people that can grant or change authorizations
A2.8	Establish ability to enforce session timeouts during periods of inactivity.
A2.9	The application shall not store authentication credentials or sensitive data in its code.
A2.10	Log all attempted accesses that fail identification, authentication and authorization requirements.
A2.11	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.
A2.12	All logs must be kept for six (6) years.
A2.13	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.
A2.14	Do not use Software and System Services for anything other than they are designed for.

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A2.15	The application Data shall be protected from unauthorized use when at rest
A2.16	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.
A2.17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
A2.18	Utilize change management documentation and procedures
A2.19	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.
A2.20	Vendor must validate incoming data based on configurable business rules.
A2.21	Vendor must support transmission of data via limited bandwidth such as cellular.
A2.22	Vendor must provide the capability to Interoperate on a mutually agreed timeline with state systems and its partners using industry standard transactions and technology-neutral interfaces.
A2.23	Vendor must provide authorized stakeholders uniform access to information.
A2.24	Vendor must provide the capability to save and transmit data regardless of the mode of communication.
A2.25	Vendor must provide Role-based access control to all system features and data, including specified data elements.
A2.26	Vendor must be able to provide Multi-Factor Authentication.
A2.27	Vendor must support access via modern web browsers.
A2.28	Vendor must provide capability to display data in a variety of industry standard formats.
A2.29	Vendor must preserve and make available all data and records to the state based on the SLA.

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A2.30	Vendor must provide all State Data rights to the state.
A2.31	Vendor must provide applicable business intelligence information to the state.
A2.32	Vendor must provide metadata definitions for data entities as necessary.
A2.33	Vendor must provide configuration management capabilities.
A2.34	Vendor must adhere to Web Content Accessibility Guidelines (WCAG) 2.0 Level II compliance.
A2.35	Vendor must provide standard and configurable reporting as set forth in the Scope of Services.
A2.36	Vendor must perform routine monitoring using software tools to measure the efficiency of online storage access and take corrective action as needed to maximize availability, efficiency and other attributes of service.
A2.37	Vendor must provide performance monitoring and management reporting.
A2.38	The Vendor must support testing and on-boarding of new systems proposed by NH DHHS on a mutually agreed timeline.
A2.39	The vendor shall support implementation, testing and re-testing of interfaces with the external systems (e.g., State system of record(s), third party systems) as those systems are modified, upgraded or replaced on a mutually agreed timeline.
A2.40	The Vendor will provide a completed Security Audit Report with results to the Department each year. The Security Audit Report must include either an electronic data processing (EDP) systems audit using SSAE - 18 at a minimum level service organization control (SOC) 2 Type II or a NIST 800-53 rev 4 assessment at a "moderate" system risk control level.
A2.41	Vendor must provide a written report and assessment to the Department within 48 hours following the identification of any Security Incident detailing all actions taken concerning the incident, including the type of incident, the current status, and any potential impact(s).

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3. TESTING

<i>APPLICATION SECURITY TESTING</i>	
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network
T1.5	Test for encryption; supports the encoding of data for security purposes (encryption at rest), and for the ability to access the data in a decrypted format from required tools.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

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T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))
T1.13	Provide the State with validation of 3rd party security reviews –performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).
T1.14	Prior to the State using the Software, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.
T1.16	The Contractor must provide an independent third party to perform penetration testing within nine (9) months prior to implementation. Contractor agrees to conduct an annual certified penetration testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this contract and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists. Certification of this testing will be provided to DHHS Information Security. The objective of said Penetration Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. The Contractor will provide DHHS Information Security with a report of security issues that were revealed. Within 45 days of testing the Contractor will provide DHHS Information Security with a remediation plan. DHHS will decide, in consultation with the Contractor, which, if any, security issues revealed from the Penetration Test will be remediated by the Contractor.
<i>STANDARD TESTING</i>	
T2.1	The Vendor must test the software and the system using an industry standard approved testing methodology
T2.2	The Vendor must perform application stress testing and tuning

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T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.
T2.4	The vendor must define and test disaster recovery procedures.

4. HOSTING – CLOUD REQUIREMENTS

OPERATIONS	
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.9%.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.
H1.5	Vendor must perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the system vendor.
H1.6	Vendor shall monitor System, security, and application logs.
H1.7	Vendor shall manage the sharing of data resources.
H1.8	Vendor shall manage daily backups, off-site data storage, and restore operations.
H1.9	The Vendor shall monitor physical hardware.
H1.10	Any person engaged in trade or commerce that is subject to RSA 358-A:3, shall also notify the regulator which has primary regulatory authority over such trade or

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	commerce. All other persons shall notify the New Hampshire attorney general's office.
H1.11	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users' level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events
H1.12	Vendor must provide the capability to search all information including log search and playback.
H1.13	Vendor shall maintain a secure hosting environment providing all necessary hardware software and Internet bandwidth to manage the application, log and audit trail requirements and support users with permission based logins.
H1.14	Vendor hosting server for the State shall be available twenty-four (24) hours a day 7 days a week except for during scheduled maintenance.
<i>DISASTER RECOVERY</i>	
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.

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H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.
H2.6	If applicable, tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.
HOSTING SECURITY	
H3.1	The Vendor shall employ security measures ensure that the State's application and data is protected.
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.
H3.5	The Vendor shall ensure its complete cooperation with the State's Chief Information Security Officer in the detection of any security vulnerability of the hosting infrastructure.
H3.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.

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H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA
H3.9	The Vendor shall notify the State's Project Manager of any security breaches within forty-eight (48) hours of the time that the Vendor learns of their occurrence.
H3.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

SERVICE LEVEL AGREEMENT

H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.

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H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State email and live chat assistance, eight (8) hours per day and five (5) days a week with an email response within two (2) hours of request; or the Vendor shall provide support with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;
H4.8	The hosting server for the State shall be available as set forth in Exhibit G except for during scheduled maintenance.
H4.9	A scheduled maintenance window shall be identified at which time all relevant server patches and application upgrades shall be applied.
H4.10	If The Vendor is unable to meet 99.8% Availability. The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.

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H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed.
H4.14	The Vendor will give two business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.

5. PROJECT MANAGEMENT

PROJECT MANAGEMENT	
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.
P1.2	Vendor shall provide Project Staff as specified in the Contract.
P1.3	Vendor shall submit a Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than <i>every two weeks</i> .
P1.4	Vendor shall provide detailed <i>bi-weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date if applicable.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in mutually agreed electronic format.

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EXHIBIT 1 – WORK PLAN**

The Contractor's Project Manager and the State Project manager shall provide the State a complete version of the Work Plan (also referred to as the "Project Plan" in Exhibit B: Scope of Services) within six (6) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

1. ASSUMPTIONS

1.2. Logistics

- 1.2.1. The Contractor's Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.

1.3. Project Management

- 1.3.1. The State shall approve the Project Management Methodology used for the Project.
- 1.3.2. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- 1.3.3. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.
- 1.3.4. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.4. Reporting

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

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EXHIBIT I – WORK PLAN**

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Manager

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

- a. Maintain communications with the State's Project Manager;
- b. Work with the State in planning and conducting a kick-off meeting;
- c. Create and maintain the Work Plan;
- d. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- e. Define roles and responsibilities of all the Contractor Team members;
- f. Provide biweekly and monthly update progress reports to the State Project Manager;
- g. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- h. Review task progress for time, quality, and accuracy in order to achieve progress;
- i. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- j. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- k. Inform the State Project Manager and staff of any urgent issues if and when they arise;
- l. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;
- m. Manage handoff to the Contractor operational staff;
- n. Manage Transition Services as needed.

3. STATE ROLES AND RESPONSIBILITIES

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

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3.2. State Project Manager

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

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

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

1. LICENSE GRANT

1.1. COTS – Annual License – Subject to the upfront payment of initial and annual renewal license fees:

1.1.1. The Contractor hereby grants to the State a non-exclusive, non-transferable, limited License to use the Software and its associated Documentation, subject to the terms of the Contract during the Term within the State of New Hampshire, as set forth in Exhibit B (Scope of Services). With Contractor's permission, the State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE TITLE

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

3. RESTRICTIONS

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

- 3.1.1. Remove or modify any program markings or any notice of the Contractor's proprietary rights;
- 3.1.2. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- 3.1.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. VIRUSES

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

5. AUDIT

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

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6. SOFTWARE NON-INFRINGEMENT

- 6.1. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.
- 6.2. The Warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any contracted resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:
 - 6.2.1. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
 - 6.2.2. Gives the Contractor control of the defense and any settlement negotiations; and
 - 6.2.3. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 6.3. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.
- 6.4. If the Contractor believes or it is determined that any of the contracted works may have violated someone else's intellectual property rights, the Contractor may choose to either modify the contracted resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable contracted works and refund pro-rated fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the contracted resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the contracted works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the contracted resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any contracted works with any products or Services not provided by the Contractor without the Contractor's consent.

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7. CONTROL OF ALL COMPONENT ELEMENTS

- 7.1. Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

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EXHIBIT K – WARRANTY & WARRANTY SERVICES**

1. WARRANTIES

1.1. System

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

1.2. Software

1.2.1. The Contractor warrants that the Software will operate in accordance with the Specifications and Terms of the Contract.

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

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

b. Re-performance of the deficient Services.

1.3. Viruses; Destructive Programming

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

1.4. Services

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

1.5. Personnel

1.5.1. 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 and in accordance with Part 2 4.6: Reference and Background Checks

2. WARRANTY PERIOD

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

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EXHIBIT L – TRAINING SERVICES**

1. TRAINING SERVICES

The Contractor shall provide Training Services as set forth in Exhibit B (Scope of Services).

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EXHIBIT M – RESERVED**

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract.

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EXHIBIT N – RESERVED**

1. VENDOR PROPOSAL, BY REFERENCE

Exhibit N – Not Applicable to this Contract.

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EXHIBIT O – ATTACHMENTS AND CERTIFICATES**

1. ATTACHMENTS

- 1.1. Attachment 1 - DHHS Standard Exhibits
 - 1.1.1. DHHS Exhibit A – NH DHHS Information Security Requirements
 - 1.1.2. DHHS Exhibit B - NH DHHS Business Associates & Qualified Service Organization Agreement
 - 1.1.3. DHHS Exhibit C - Reserved
 - 1.1.4. DHHS Standard Exhibits D-J

2. CERTIFICATES

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

Attachments and Certificates are incorporated by reference hereto and attached herein.

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DHHS Exhibit A

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

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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.

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

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 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 within a reasonable time.

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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 DHHS 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 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

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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 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

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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.).
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

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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 directly resulting from the State's reasonable response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the

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DHHS Exhibit A

DHHS Information Security Requirements



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.
 - 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.
17. 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,

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DHHS Information Security Requirements



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
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



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

This Business Associate AND QUALIFIED SERVICE ORGANIZATION Agreement (this "Agreement" or "BAA/QSOA") is entered into as of the 11th day of September, 2020 (the "Effective Date") by and between New Hampshire Department of Health and Human Services ("DHHS" or "Covered Entity") and Unite USA Inc. (the "Business Associate"). Covered Entity and Business Associate may each be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Covered Entity administers and coordinates services for the State of New Hampshire for eligible individuals including operating a hospital for patients with mental illness (New Hampshire Hospital, "NHH"), a long term care facility, and for patients with mental illness and other residential and community based services as outlined in the "Underlying Agreement" and any amendments, and when necessary evaluates, treats, and refers patients for substance use disorder services and must comply with the Federal Confidentiality of Substance Use Disorder Patient Records law and regulations, 42 USC §290dd-2 and 42 CFR Part 2 (collectively, "HIPAA Part 2");

WHEREAS, the purpose of this Agreement is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") and all of the regulations promulgated thereunder as amended from time to time (collectively, "HIPAA"), HIPAA Part 2, and other federal and state laws governing the privacy of personal health information;

WHEREAS, Business Associate has entered into the Underlying Agreement and any amendment(s) with Covered Entity;

WHEREAS, the Parties desire to set forth the terms and conditions in this BAA-QSOA under which PHI and SUD records and information accessed by or provided to BA and as permitted by the Underlying Agreement, and any amendment(s) by the BA's subcontractor, by Covered Entity will be handled between themselves and any third party or subcontractor; and

WHEREAS, Business Associate agrees that where the services provided on behalf of Covered Entity involve receiving, storing, processing, or otherwise dealing with any HIPAA Part 2 data, information, or records, that Business Associate shall be fully bound by 42 USC 290dd-242, and CFR Part 2 regulations as a qualified service organization (QSO) as defined in 42 CFR Part 2.11 relating to the safeguarding, use, disclosure, and re-disclosure of any patient substance use disorder records and information.

NOW, THEREFORE, in consideration of the foregoing and the promises and other obligations set forth below and in the "Underlying Agreement", the Parties agree as follows:

1. **DEFINITIONS.**

The following terms may be reflected and have the described meaning in this Agreement. Each capitalized term used herein without definition shall have the meaning assigned to such term in HIPAA or HIPAA Part 2.

- 1.01 "Agreement" means the underlying agreement entered into between Business Associate and Covered Entity, and any amendment(s) thereto under which Business Associates provides services to the Covered Entity.



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- 1.02 "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 also mean "Breach" as described in section 164.402 of Title 45, Code of Federal Regulations.
- 1.03 "Business Associate" means "business associate" as defined at 45 CFR 160.103
- 1.04 "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Covered Entity that is protected by information security, privacy or confidentiality rules, and state and federal laws or policy. This information includes but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. DHHS has classified this type of information as Non-public Regulated Confidential with a data classification score of DC-3.
- 1.05 "Covered Entity" means the New Hampshire Department of Health and Human Services, and includes the term "covered entity" as defined at 45 CFR 160.103.
- 1.06 "End User" means "Contractor" as defined in the Underlying Agreement that creates, receives, maintains, accesses, views, or transmits DHHS data or derivative data in accordance with the terms of the Underlying Agreement.
- 1.07 "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder 45 CFR Part 160, 162, and 164. The term includes "HIPAA Rules" at 45 CFR Part 160, 162, and 164 including Privacy, Security, Breach Notification and Enforcement Rules.
- 1.08 HIPAA Part 2 (or "Part 2") means federal regulation 42 CFR Part 2, Confidentiality of Substance Use Disorder Patient Records, requiring substance use disorder (SUD) treatment providers and lawful holders as defined, safeguard the privacy and confidentiality of SUD information and records, including the prohibition of no re-disclosure.
- 1.09 "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction. The term "Incident" includes the term "computer security incident" as defined herein. "Computer Security Incident" shall mean "Computer Security



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Incident" as described in section two (2) of NIST Publication 800-61r2, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

- 1.10 "Minimum Necessary" means the standard described in HIPAA Privacy Rule 45 CFR 164.502(b) to be followed when sharing, exchanging, using or disclosing PHI which requires making reasonable efforts to limit the amount of PHI involved to the minimum necessary required to accomplish the intended purpose.
- 1.11 "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 1.12 "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
- 1.13 "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 and shall also include all patient identifying information associated with substance use disorder treatment. The term PHI includes patient identifying information associated with substance use disorder treatment, evaluation, or payment. The term PHI includes SUD information and records.
- 1.14 "Qualified Service Organization (or "QSO") means qualified service organization as defined at 42 CFR 2.11.
- 1.15 Reserved.
- 1.16 "Substance use disorder" ("SUD") means substance use disorder as defined in 42 CFR Part 2.
- 1.17 "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his or her designee.
- 1.18 "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.



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

2. **QUALIFIED SERVICE ORGANIZATION AGREEMENT (QSOA).** Covered Entity and Business Associate hereby agree that this Agreement constitutes a Qualified Service Organization Agreement ("QSOA") as required by 42 CFR Part 2.
 - 2.01 Accordingly, any information obtained by Business Associate, or its subcontractor, relating to an individual who may have been diagnosed as needing, or who has received, substance use disorder treatment services shall be maintained and used only for the purposes intended under this Agreement.
 - 2.02 Business Associate acknowledges that in receiving, storing, processing, or otherwise dealing with any patient information or records from the Part 2 program or provider, it is fully bound by the regulations of Part 2 applicable to QSOs; and all applicable provisions of 42 USC s.290dd-2 and 42 CFR Part 2. This includes but is not limited to resisting any efforts in judicial proceedings to obtain access to patient identifying information related to substance use disorder diagnosis, treatment, or referral for treatment except as permitted by the regulations in this part.
 - 2.03 Accordingly, except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information and Part 2 information to perform functions, activities, or services for, or on behalf of Covered Entity with an appropriate patient consent, provided that such use or disclosure would not violate the Confidentiality or privacy Rules if done by the Covered Entity.
3. **PERMITTED USES AND DISCLOSURES.** Business Associate may use or disclose PHI and Part 2 information or records only to perform the obligations set forth in the Underlying Agreement and as permitted under this BAA/QSOA for proper management and administration of the Business Associate, for data aggregation purposes for the healthcare operations of Covered Entity, or as required by law subject to the limitations on a QSO set forth in 42 CFR Part 2. Business Associate may not use or disclose PHI if such use or disclosure would violate HIPAA or HIPAA Part 2.
 - 3.01 Business Associate shall not disclosure any PHI or SUD information or records 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 may determine how to appropriately safeguard the information or records.
 - 3.02 To the extent that in performing its services for or on behalf of Covered Entity, Business Associate accesses, uses, discloses, maintains, or transmits Confidential Data or PHI that is protected by HIPAA Part 2, Business Associate acknowledges and agrees that it is a QSO for the purposes of such federal law; acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it is fully bound by the Part 2 regulations applicable to QSOs.
 - 3.03 Business Associate agrees that any Confidential Data inadvertently or unintentionally received, discovered, or disclosed shall be safeguarded, and shall not be re-disclosed, nor any attempt made to use the information to contact any individual or entity identified by such disclosure. Business



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

Associate shall report any inadvertent or unintentional discovery, receipt or disclosure of identifiable to Covered Entity.

4. **OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.** Business Associate shall:

- 4.01 Use and maintain appropriate proper security controls to protect Confidential Data collected, processed, managed, administered, and/or stored in the delivery of the contracted services to prevent use or disclosure of PHI other than as provided for by this Agreement and the Underlying Agreement.
- 4.02 Maintain policies and procedures to protect Confidential Data 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.).
- 4.03 Maintain appropriate authentication and access controls to Business Associate systems that collect, transmit, or store Confidential Data where applicable.
- 4.04 Comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at a level consistent with the requirements applicable to state and federal agencies.
- 4.05 Agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality, availability and integrity of the Confidential Data and to prevent unauthorized use or access to it per the Security Rule and NIST 800-66r1. For non-PHI Confidential Data that the Business Associate is creating, receiving, maintaining, accessing, viewing, or transmitting on behalf of the Covered Entity, the Business Associate's safeguards must provide a level and scope of security that is not less than the level and scope of security requirements that is set forth in the principles of NIST 800-53 (Rev.4) or latest revision.
- 4.06 Be responsible for informing and procuring End User agreement, in writing, to its compliance with the terms and conditions of this Agreement, the Underlying Agreement and/or SOW.
- 4.07 If sub-contracting any functions supporting the services of the underlying agreement obtain, in writing, from the subcontractor that the subcontractor will maintain an internal process or processes that defines specific security expectations, and monitors compliance with security and privacy requirements that are as stringent as the obligations imposed on the Business Associate by this BAA/QSOA.
- 4.08 Require of any subcontractor that receives, uses, or has access to the PHI and Confidential Data under this BAA/QSOA, to agree, in writing at a minimum, that the subcontractor shall safeguard the confidentiality and information security of the PHI or Confidential Data received or accessed, that all PHI and Confidential Data shall only be used and further disclosed according to the



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permissions granted to the Business Associate under this BAA/QSOA, and used for the purpose specified by the Business Associate, and shall be used only in accordance with HIPAA, Privacy, Security, and Breach Notification Rules, and 42 CFR Part 2.

- 4.09 Be responsible for any subcontractor that receives, uses, or have access to the PHI and Confidential Data under this BAA/QSOA and liable to Covered Entity for any breaches of this Agreement caused by such subcontractor.
- 4.10 Agrees to conduct an annual certified penetration testing of testing environments developed, implemented, managed, or supported as a deliverable for the underlying agreement. Certification of this testing will be provided to the Covered Entity's Information Security Office. The objective of said Penetration Testing is to identify design and/or functionality issues in infrastructure of systems that could expose Confidential Data, as well as, computer and network equipment and systems to risks from malicious activities. Within 15 days after receipt of the annual Penetration Test results the Business Associate will provide the Covered Entity's Information Security Office with a report of security issues that were revealed. Within 45 days of receipt of the results, the Business Associate will provide the Covered Entity's Information Security Office with a remediation plan. The Covered Entity will decide, in consultation with the Business Associate, which, if any, security issues revealed from the Penetration Test will be remediated by the Business Associate.
- 4.11 Prior to commencing work with the Covered Entity, sign and comply with all applicable State of New Hampshire and Covered Entity data and system access and authorization policies and procedures, systems access forms, and use agreements as part of obtaining and maintaining access to any Confidential Data or system(s).
- 4.12 Agree to use the minimum necessary Confidential Data in performance this BAA/QSO and of the Underlying Agreement.
- 4.13 In the event of an incident or breach make immediate efforts to contain the incident/breach, to minimize any damage or loss resulting from the incident or breach, as well as, investigate the cause(s) and promptly take measures to prevent future incidents or breaches of a similar nature from reoccurring.
- 4.14 Agree to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Agreement.
- 4.15 Require that, if the Business Associate enters into a contract with any agent, including a subcontractor, the agent will agree to in writing to terms that are no less restrictive than the restrictions and conditions that apply to Business Associate with respect to such PHI in accordance with the applicable provisions of HIPAA Part 2 (42 C.F.R. Part 2), including the notice prohibiting re-disclosure as required by 42 CFR Part 2.32 the HIPAA Privacy Rule (45 C.F.R. Part 160 and Part 164, Subparts A and E), and the HIPAA Security



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Rule. Further, the Business Associate agrees that it will not disclose any protected health information subject to HIPAA Part 2 to any agent without the specific written consent of the subject individual.

- 4.16 Provide access to Covered Entity, if applicable, within five (5) business days of receipt of a request from Covered Entity, to PHI in a Designated Record Set to meet the requirements under 45 C.F.R. § 164.524. In the event any Individual requests access to Protected Health Information directly from Business Associate, Business Associate shall forward such request to Covered Entity within five (5) business days after receipt and act in accordance with any lawful instruction received from the Covered Entity within five (5) days after receipt of the instruction.
- 4.17 If applicable, make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of an Individual, within five (5) business days of receipt of the request from the Covered Entity.
- 4.18 Make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from or created or received by Business Associate on behalf of Covered Entity, available to the United States Secretary of HHS and/or to Covered Entity within five (5) days of receipt of a request from the HHS Secretary and/or Covered Entity for such disclosure, for purposes of the Secretary or Covered Entity determining Covered Entity's or Business Associate's compliance with HIPAA and/or its commitments under this BAA/QSOA and the Underlying Agreement.
 - (a) Provide the Secretary with records and compliance reports, cooperate with complaint investigations and compliance reviews, and permit access by the Secretary to information, indicating PHI pertinent to determining compliance.
 - (b) Take no retaliatory action against any individual or other person for filing a HIPAA complaint, participating in an investigation or other enforcement process, or opposing an act or practice that is unlawful under the HIPAA rules.
- 4.19 Document such disclosures of PHI and information related to such disclosures permitted under this BAA/QSOA 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 C.F.R. § 164.528.
- 4.20 Provide to Covered Entity within five (5) business days of a request for an accounting of disclosures, information collected in accordance with Section 3.09 of this BAA/QSOA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

- 4.21 Limit the use and disclosure of and any request for PHI to the Minimum Necessary to accomplish the intended purpose of the use, disclosure or request. Business Associate agrees to comply with any applicable Minimum Necessary policies that may be provided from time to time by Covered Entity.
- 4.22 To the extent that Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule and HIPAA Part 2, comply with the requirements of the Privacy Rule and HIPAA Part 2 that apply to the Covered Entity in the performance of such obligation.
- 4.23 Notify the Covered Entity as soon as practicable of Business Associate's receipt of any request, subpoena, or court order for Protected Health Information. Business Associate agrees to resist any efforts in judicial proceedings to obtain access to the Confidential Data as provided for in the regulations governing the Confidentiality of Substance Use Disorders Patient Records, 42 C.F.R. Part 2 and the terms of this Agreement.
- 4.24 Business Associate acknowledges that any unauthorized disclosure of information is prohibited by federal criminal law.

5. **Loss Reporting.** The Business Associate must:

- 5.01 Notify the Covered Entity's Information Security Office and Privacy Officer, via the email addresses provided in this BAA/QSOA, of any Incident or Breach immediately upon the Business Associate determining that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 - (a) Parties acknowledge and agree that unless notice to the contrary is provided by Covered Entity in its sole discretion to Business Associate, this Section 4.01(a) constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Business Associate's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- 5.02 Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. As per section 3.12 of this BAA/QSOA the Business Associate's security incident and breach response procedures must also address how the Business Associate will:
 - (a) Identify incidents;
 - (b) Determine if Confidential Data is involved in incidents;



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- (c) Report suspected or confirmed incidents to the Covered Entity as required in this BAA. The Covered Entity will provide the Business Associate with a NH DHHS Security Business Associate Incident Risk Assessment Report for completion.
- (d) Within 48-hrs of initial notification to the Covered Entity, complete the NH DHHS Security Business Associate Incident Risk Assessment Report and email it to the Covered Entity's Information Security Office. Then submit updated versions until all information requested within the report is answered in full.
- (e) Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Covered Entity in the incident response calls throughout the incident response investigation;
- (f) Identify incident/breach notification method and timing;
- (g) Address and report incidents and/or Breaches that implicate personal information (PI) to the Covered Entity in accordance with NH RSA 359-C:20 and this Agreement;
- (h) Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318, and RSA 359-C:20 require public breach notification to individuals whose information has been or may be misused. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this BAA/QSOA shall be coordinated with the State. Business Associate shall ensure that any subcontractors used by Business Associate shall similarly notify the Covered Entity as stated in Section 5 above and shall make a full disclosure, including providing the Covered Entity with all available information, and shall cooperate fully with the Covered Entity, as defined above.

6. **OBLIGATIONS AND ACTIVITIES OF COVERED ENTITY**

- 6.01 Covered Entity may notify Business Associate of any changes in, or revocation of permission by, Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- 6.02 Covered Entity shall notify Business Associate of any amendment or restriction on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction affects Business Associate's use or disclosure of PHI.
- 6.03 Covered Entity shall notify Business Associate of any changes or limitations in its Notice of Privacy Practices provided to individuals in accordance with 45



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CFR 164.520, to the extent that such change or limitation may affect Business Associates' use or disclosure of PHI.

- 6.04 Covered Entity may immediately terminate the BAA/QSOA upon Covered Entity's knowledge of a breach by Business Associate of this BAA/QSOA. The Covered Entity may either immediately terminate the BAA/QSOA, or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by the Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

7. TRANSMISSION OF CONFIDENTIAL DATA

- 7.01 Application Encryption. If Business Associate is transmitting DHHS data containing Confidential Data between applications, the Business Associate attests the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application's encryption capabilities ensure secure transmission via the internet.
- 7.02 Computer Disks and Portable Storage Devices. Business Associate may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used with written exception from DHHS Information Security Office.
- 7.03 Encrypted Email. Business Associate 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.
- 7.04 Encrypted Web Site. If Business Associate 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 website).
- 7.05 File Hosting Services, also known as File Sharing Sites. Business Associate may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data, without written exception from DHHS Information Security Office.
- 7.06 Ground Mail Service. Business Associate may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx, within the continental U.S. and when sent to a named individual.
- 7.07 Open Wireless Networks. Business Associate may not transmit Confidential Data via an open wireless network, unless employing a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, such as a virtual private network (VPN).



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- 7.08 Remote User Communication. If Business Associate is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, must be used.
- 7.09 SSH File Transfer Protocol also known as Secure File Transfer Protocol (SFTP). If Business Associate is employing an SFTP to transmit Confidential Data, Business Associate 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).
- 7.10 Transport Layer Security Protocol (TLS). Business Associate may not employ TLS to transmit Confidential Data without written exception from DHHS Information Security Office.
- 7.11 Wireless Devices. If Business Associate is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information and devices must be password protected.

8. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Business Associate will only retain the Confidential Data for the duration of the Underlying Agreement. After such time, the Business Associate will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Underlying Agreement. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this BAA/QSOA survive the Underlying Agreement. To this end, the Business Associate must:

Retention

- 8.01 The Business Associate agrees Confidential Data will only be stored and transmitted within the boundaries of the United States and it will not outsource functions, including but not limited to IT support or administrative services, relating to Covered Entity, the State of New Hampshire, or NH DHHS offshore or outside the boundaries 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, video conferencing and Disaster Recovery locations.
- 8.02 The Business Associate agrees Confidential Data will not be stored on personal devices.
- 8.03 The Business Associate 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 Data for Business Associate provided systems accessed or utilized for purposes of carrying out this contract.



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

- 8.04 The Business Associate agrees to provide or require security awareness and education for/of its End Users in support of protecting Confidential Data.
- 8.05 The Business Associate agrees to retain all electronic and hard copies of Confidential Data in a secure location.
- 8.06 The Business Associate agrees Confidential Data stored in a Cloud must be in a FedRAMP, HITECH, or government compliant cloud solution, appropriate for the type of data stored, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this BAA/QSOA. All Business Associate or End User controlled servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>). As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection. The Business Associate must hold the key to the cloud solution.
- 8.07 The Business Associate agrees to, and ensures, its cooperation with the NH Department of Information Technology's Chief Information Security Officer (CISO) in the detection of any security vulnerability of the hosting infrastructure.

Disposition

- 8.08 If the Business Associate will maintain any Confidential Data on its systems (or its sub-contractor's systems), the Business Associate will maintain a documented process for securely disposing of such data upon request or contract termination. The Business Associate will also obtain written certification for any State of New Hampshire data destroyed by the Business Associate 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 Confidential 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.
- 8.09 The Business Associate will provide DHHS Information Security with written certification, including date and time of data destruction, asserting that data was destroyed per this Agreement. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Business Associate prior to destruction. In the event where the Business Associate has comingled Confidential Data and the destruction is not feasible



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

the State and Business Associate will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

8.10 Unless otherwise specified in the underlying contract or SOW, within thirty (30) days of the termination of this Contract, Business Associate agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

8.11 Unless otherwise specified in the Underlying Agreement within thirty (30) days of the termination of this Underlying Agreement, Business Associate agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

9. **BREACH LIABILITY.** The State shall recover from the Business Associate all costs directly resulting from the State's reasonable response and recovery from the Incident, Computer Security Incident, or Breach, including but not limited to: credit monitoring services, mailing costs, and costs associated with website and telephone call center services.

10. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the Confidential Data created, managed, administered or stored on behalf of Covered Entity.

11. **Independent Contractor.** Business Associate is an independent contractor of Covered Entity and not its agent. The relationship between the Parties shall not constitute a partnership or a joint venture.

12. **TERM AND TERMINATION**

12.01 **Term.** The Term of this Agreement shall commence on the Effective Date of the Underlying Agreement and terminate when all Confidential Data provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity per this BAA/QSOA.

12.02 **Termination by Covered Entity for Cause.** Upon Covered Entity's knowledge of a material breach of this BAA/QSOA, the Agreement by Business Associate, Covered Entity shall either: (a) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this BAA/QSOA and the Underlying Agreement (as determined by Covered Entity) if Business Associate does not cure the breach or end the violation within thirty (30) days; or (b) immediately terminate this BAA/QSOA (as determined by Covered Entity) if Business Associate has breached a material term of this BAA/QSOA and cure is not possible.

12.03 Any termination for cause as a result of a material breach of this BAA/QSOA shall be consistent with the terms of termination of the Underlying Agreement.

13. **AGREEMENT TAKES PRECEDENCE OVER UNDERLYING AGREEMENTS.**



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

- 13.01 **Conflicting or Inconsistent Terms.** In the event of any conflict or inconsistency between the terms of this BAA/QSOA and the terms of any Underlying Agreement, the terms of this BAA/QSOA shall take precedence and shall control and govern the rights and obligations of the parties

14. **MISCELLANEOUS.**

- 14.01 **Amendment.** The Parties agree to take such action as is necessary to amend this BAA/QSOA from time to time for the Parties to comply with the requirements of HIPAA and other applicable state and federal laws and any changes therein.
- 14.02 **Choice of Law.** This Agreement shall be governed and construed by applicable federal law and by the laws of the State of New Hampshire without regard to laws relating to choice of law or conflicts of law.
- 14.03 **Injunctive Relief.** Covered Entity and Business Associate agree that any violation by Business Associate of any of the provisions of this BAA/QSOA or the Underlying Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this BAA/QSOA, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation or reasonably anticipated violation by Business Associate of any of the provisions of this BAA/QSOA, without the necessity of demonstrating actual damages.
- 14.04 **Independent Contractor.** Business Associate is an independent contractor of Covered Entity and not its agent. The relationship between the Parties shall not constitute a partnership or a joint venture.
- 14.05 **Construction of terms.** The terms of this BAA/QSOA shall be construed in light of any interpretation and/or guidance on HIPAA, Part 2, the Privacy Regulation and/or the Security Regulation issued by HHS from time to time.
- 14.06 **Notices.** All notices, requests, demands and other communications required or permitted to be given or made under this BAA/QSAO shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (a) personal delivery; (b) certified or registered United States mail, return receipt requested; or (c) overnight delivery service with proof of delivery. Notices shall be sent to the address below. Neither party shall refuse delivery of any notice hereunder.

To report a security incident, breach or any other use or disclosure of Confidential Data in violation of this BAA/QSOA, Business Associate shall email the Covered Entity's Information Security Office and Privacy Officer at the emails provided below.

If to Covered Entity:

1. NH Department of Health and Human Services



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

Information Services
129 Pleasant Street
Concord, NH 03301-3857
Attn.: Information Security Officer
Phone: (603) 271-9554
Email:
DHHSInformationSecurityOffice@dhhs.nh.gov

2. With copy to:

NH Department of Health and Human Services
Legal and Regulatory Services
129 Pleasant Street
Concord, NH 03301-3857
Attn.: Privacy Officer
Phone: (603) 271-9374
Email: DHHSPrivacyOfficer@dhhs.nh.gov

If to Business Associate:

1. Unite USA Inc.
217 Broadway, Floor 8
Attn: General Counsel

legal@uniteus.com

- 14.07 **Entire Agreement; Binding Effect.** This BAA/QSOA constitutes the entire understanding between the Business Associate and the Covered Entity, and is incorporated into the terms of the Underlying Agreement of the parties hereto and is intended as the complete and exclusive statement of the BAA/QSOA between the parties with respect to the subject matter hereof and supersedes all prior agreements and negotiations thereto. The provisions of this BAA/QSOA shall be binding upon and inure to the benefit of the respective successors and assigns and the parties hereto.



DHHS Exhibit B: Business Associate and Qualified Service Organization Agreement (BAA/QSOA) & Security Requirements

IN WITNESS WHEREOF, each of the undersigned has caused this BAA/QSOA to be executed by their duly authorized representative as of the date set forth below.

INSERT NAME Unite USA Inc.
("Business Associate")

By: Taylor Justice
Name: Taylor Justice
Title: Co-Founder & President

Department of Health and Human Services
("Covered Entity")

By: David Wieters
Name: David Wieters
Title: Director Information Services

Digitally signed by David Wieters
Date: 2020.10.06 16:47:20 -04'00'

New Hampshire Department of Health and Human Services



DHHS EXHIBIT C

RESERVED

Unite USA, INC.

Exhibit C

Contractor Initials TJ

SS-2021-OCOM-05-CLOSE-01
DHHS-2021-019

Page 1 of 1

Date 10/6/2020

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by Section 1.1.
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice

Title: Co-Founder and President



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice
Title: Co-Founder and President

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Vendor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice

Title: Co-Founder and President

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Vendor Initials

TJ

6/27/14
Rev. 10/21/14

Page 1 of 2

10/6/2020
Date

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Vendor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice
Title: Co-Founder and President

Exhibit G

Vendor Initials TJ

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Vendor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice
Title: Co-Founder and President

New Hampshire Department of Health and Human Services



DHHS EXHIBIT I

RESERVED

Unite USA, INC.

Exhibit I

Contractor Initials TJ

SS-2021-OCOM-05-CLOSE-01
DHHS-2021-019

Page 1 of 1

Date 10/6/2020

**New Hampshire Department of Health and Human Services
Exhibit J**



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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Unite USA Inc.

10/6/2020

Date

Taylor Justice

Name: Taylor Justice

Title: Co-Founder and President



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

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

 X NO YES

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

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

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

 NO YES

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

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

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

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

State of New Hampshire

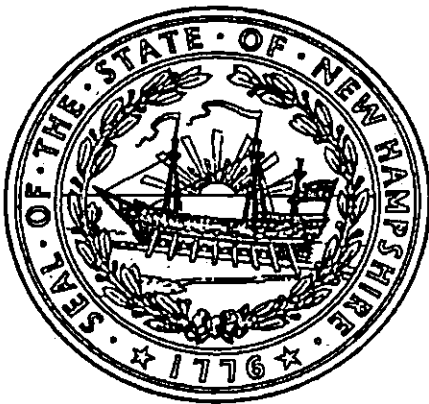
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that UNITE USA INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on September 22, 2020. 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: 851903

Certificate Number: 0005010557



IN TESTIMONY WHEREOF, -

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of September A.D. 2020.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Esther Farkas, hereby certify that:

1. I am the Senior Vice President of Legal and Business Affairs and General Counsel of Unite USA Inc.

2. Taylor Justice, the Co-Founder and President of Unite USA Inc. is duly authorized on behalf of Unite USA Inc. to enter into contracts or agreements with the State 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 such documents.

3. I hereby certify that such authority remains in full force and effect as of the date of the contract to which this certificate is attached. 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: October 6, 2020

Esther Farkas

Signature of General Counsel

Name: Esther Farkas

Title: General Counsel



UNITUSA-01

EPRZEBIEGLEC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/24/2020

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

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

PRODUCER Kore Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	CONTACT NAME:		
	PHONE (A/C, No, Ext): (973) 994-3131	FAX (A/C, No): (973) 996-3161	
	E-MAIL ADDRESS: ep@koreins.com		
INSURED Unite USA Inc d/b/a Unite Us 217 Broadway, Suite 800 New York, NY 10007	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Property Casualty Company of America		25674
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: Travelers Indemnity Company		25658
	INSURER D: Axis Insurance Company		37273
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZPP-91N33024-20-15	9/8/2020	9/8/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-3R41443A-20-15-G	9/8/2020	9/8/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3R415216-20-15	9/8/2020	9/8/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Technology E&O			P-001-000218912-01	9/8/2019	10/8/2020	Each Claim 5,000,000
D	Cyber Liability			P-001-000218912-01	9/8/2019	10/8/2020	Security Event Liab. 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2753723

DATE (MM/DD/YYYY)
11/6/2020

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

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

PRODUCER
Lockton Companies, LLC
3657 Briarpark Dr., Suite 700
Houston, TX 77042

CONTACT NAME: 888-828-8365

PHONE (A/C, No, Ext):

FAX (A/C, No):

E-MAIL:

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Indemnity Insurance Co. of North America

43575

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
UNITE USA INC.
217 BROADWAY FL 8
NEW YORK, NY 10007-3070

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / <input type="checkbox"/> N		C88707547	10/1/2020	10/1/2021	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A					X PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD, NH 03301

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

AUTHORIZED REPRESENTATIVE