



Jeffrey A. Meyers Commissioner

Lisa Morris, MSSW Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527 603-271-4456 1-800-852-3345 Ext. 4456 Fax: 603-271-3850 TDD Access: 1-800-735-2964



April 12, 2017

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

#### **REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** amendment with Scientific Technologies Corporation, Purchase Order #1036763, Vendor # 173134-B002, 8444 N. 90<sup>th</sup> Street, Suite 100, Scottsdale, AZ, 85258, by increasing the Price Limitation by \$186,000 from \$1,359,177 to an amount not to exceed \$1,545,177, to provide system enhancements to improve the Immunization Information System capabilities of the Statewide Immunization Registry and system maintenance, to be effective the date of Governor and Council approval, through January 31, 2019. This agreement was originally approved by Governor and Council on April 23, 2014, Item #39A. Funds are 100% Federal Funds.

Funds are available in the following account for SFY 2017, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified, without approval from Governor and Executive Council.

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

Fiscal	Class/Acco	Class Title	Job	Current	Increased	Revised
Year	unt	Class Title	Number	Modified	(Decreased)	Modified
				Budget	Amount	Budget
SFY 14	102-500731	Contracts for Prog Svc	90023317	\$20,213	\$0	\$20,213
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$14,790	\$0	\$14,790
SFY 14	102-500731	Contracts for Prog Svc	90023011	\$14,297	\$0	\$14,297
SFY 14	102-500731	Contracts for Prog Svc	90023103	\$27,700	\$0	\$27,700
		Sub Total		\$77,000	\$0	\$77,000
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$21,960	\$0	\$21,960
SFY 15	102-500731	Contracts for Prog Svc	90023011	\$21,228	\$0	\$21,228
SFY 15	102-500731	Contracts for Prog Svc	90023103	\$277,800	\$0	\$277,800
SFY 15	102-500731	Contracts for Prog Svc	90023317	\$30,012	\$0	\$30,012
		Sub Total		\$351,000	\$0	\$351,000
SFY 16	102-500731	Contracts for Prog Svc	90023103	\$87,500	\$0	\$87,500
SFY 17	102-500731	Contracts for Prog Svc	90023103	\$93,400	\$0	\$93,400
SFY 17	102-500731	Contracts for Prog Svc	90023320	\$0	\$186,000	\$186,000
SFY 18	102-500731	Contracts for Prog Svc	90023103	\$105,484	\$0	\$105,484
SFY 19	102-500731	Contracts for Prog Svc	90023103	\$118,293	\$0	\$118,293
			Total	\$832,677	\$186,000	\$1,018,677

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

Fiscal Year	Class/Acco unt	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
SFY 16	038-509038	Technology-Software	03900082	\$127,500	\$0	\$127,500
SFY 17	038-509038	Technology-Software	03900082	\$133,000	\$0	\$133,000
SFY 18	038-509038	Technology-Software	03900082	\$133,000	\$0	\$133,000
SFY 19	038-509038	Technology-Software	03900082	\$133,000	\$0	\$133,000
			Total	\$526,500	\$0	\$526,500
			TOTAL	\$1,359,177	\$186,000	\$1,545,177

#### **EXPLANATION**

This request is **sole source** because the vendor's current system requires enhancements to maintain the operability of the Immunization Information System and these enhancements exceed more than 10% of the original contract. These system enhancements will improve the Immunization Information System capabilities of the Statewide Immunization Registry and system maintenance. Scientific Technologies Corporation provides maintenance, support, system updates, and enhancements to their IWeb product, referred as VaxNH in New Hampshire, an immunization information system.

The Department of Information Technology has reviewed and approved this amendment. The approval letter is attached.

Scientific Technologies Corporation is releasing these enhancements to their customers over a period time. These enhancements will improve the presentation of information for Vaccine Ordering Management System (VOMS) users, will lessen the time needed to assist providers in preparing HL7 messages from their Electronic Medical Record into VaxNH using HL7 formatting, and provide more detailed information on vaccine uptake for children.

These system enhancements improve vaccine accountability and will assist New Hampshire health care providers in Health Level 7 (HL7) immunization message submission to the Immunization Information System. The latter will benefit health care providers and organizations working towards meeting Meaningful Use requirements.

New Hampshire children under the age of 19 (approximately 342,000) receive vaccines purchased with federal, state and private funds. As children become more mobile and vaccine recommendations include a greater number of vaccines, the need to assist medical providers in determining correct vaccination recommendations increases. The Immunization Information System can maintain a single vaccine history to inform the attending medical staff.

Federal, state and private funders seek greater accountability for each vaccine dose administered. By 2017, the Centers of Disease Control and Prevention requires that all immunization awardees maintain an immunization information system to track all vaccines, provide dose-level accountability and offer clinical decision support to immunization providers.

Benefits to the Department include the ability to collect immunization data and immunization histories that will allow improved clinical decision support in the medical provider office and generate surveillance and usage reports that will improve policy decisions to reduce vaccine preventable diseases for all population in the state. The Immunization Information System will serve to reduce data entry time required for ordering over 500,000 doses of vaccines for over 350 medical providers each year, and to assess the ability of those providers to store, manage and administer those vaccines. Without the system enhancements, the Immunization Information System will be inoperable with the Medicaid Management Information System, Electronic Data Warehouse, electronic medical records in hospital systems, VTrckS

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 3

(vaccine ordering), New Hampshire Electronic Disease Surveillance System (disease surveillance), the State's Integrated Resource Management System (emergency preparedness) and when appropriate, the Health Information Exchange.

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

Should Governor and Executive Council not authorize this Request, this will limit the ability for our medical providers to receive Meaningful Use incentives to expand the electronic health record systems that are intended to improve healthcare, inform the patient of his/her services and lower medical costs by the inability to gather current data on adolescent and adult immunization rates. Lack of timely data may inhibit the Department's ability to respond to a vaccine preventable disease outbreak/pandemic.

Scientific Technologies Corporation was selected for this project through a competitive bid process.

The system enhancements will allow the program to measure progress and generate reports on:

- Vaccine doses administered monthly by over 300 vaccine provider offices,
- Type of vaccines, dose number and timeliness of administration of all vaccines to the childhood population (340,000) and within three years, the entire population of the state.
- Vaccination of at-risk residents and critical personnel during times of epidemic disease,
- Vaccine doses administered to Vaccine for Children eligible children (Medicaid, uninsured),
- Vaccination of insured children paid for by the New Hampshire Vaccine Association.

Area served: Statewide.

Source of Funds is 100% Federal Funds from Centers for Disease Control and Prevention, CFDA #93.268, Federal Award Identification Number H23IP000757.

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

Respectfully submitted

Lisa Morris, MSSW

Director

Approved by:

Jeffrey A. Meyers

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

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

**Denis Goulet** Commissioner

April 3, 2017

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

Dear Commissioner Meyers,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Scientific Technologies, Inc. (STC) of Scottsdale, AZ, for the DHHS VaxNH Immunization Information System, as described below and referenced as DoIT No. 2014-008A.

This request is to enter into a contract amendment with Scientific Technologies, Inc. to provide system enhancements for the improvement of the VaxNH Immunization Information System. STC will implement enhancements and modules from their updated IWeb product, specifically the PHC Hub enhancements and a new module iQ. The PHC Hub holds the immunization event messaging submitted by a provider and the iQ module will provide for detailed reporting functionality of the messages for both the individual health care provider and the State, making a formerly cumbersome process less so.

The price limitation for this contract is increased by \$186,000 from \$\$1,359,177 to an amount not to exceed \$1,545,177, effective upon Governor and Executive Council approval through January 31, 2019.

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

**Denis Goulet** 

DG/ik

DoIT No. 2014-008A

cc: Bruce Smith

#### AMENDMENT #1 to the VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT

This 1<sup>st</sup> Amendment to the VaxNH Immunization Information System contract, (hereinafter referred to as "Amendment 1") dated this 23 day of March 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Scientific Technologies Corporation, (hereinafter referred to as "the Contractor"), a corporation with a principal place of business at 8444 N.90<sup>th</sup> Street, Suite 100, Scottsdale, AZ 85258.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council, as a result of RFP # 2014-008 on April 23, 2014, Item #39A, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties;

WHEREAS, the State and the Contractor have agreed to expand the scope of the contract to include enhancements to the interoperability functionality of IWeb, increase the Price Limitation, and seek to clarify the Agreement;

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

The Agreement is hereby amended as follows:

- 1. General Provisions, Form P-37, is hereby amended as follows:
  - 1.1. Block 1.8, Price Limitation shall increase by \$186,000 from \$1,359,177 to read \$1,545,177.
  - 1.2. Block 1.9, Contracting Officer for State Agency shall read: Jonathan V. Gallo, Esq, Interim Director, Bureau of Contracts and Procurement.
  - 1.3. Block 1.10, State Agency Telephone Number shall read: 603-271-9246,
- 2. Contract Agreement Part 2, is hereby amended as follows:
  - 2.1. Paragraph 3.2.5 Scientific Technologies Corporation Project Manager name and contact information is deleted and replaced with the following:

#### 3.2.5 Scientific Technologies Corporation Project Coordinator is:

Sarah Cruz Project Coordinator Scientific Technologies Corporation 8444 N. 90<sup>th</sup> Street, Suite 100 Scottsdale, AZ 85258

Tel: 480-745-8500 or 480-745-8536 (direct)

Fax: 480-745-8580

Email: Sarah cruz@stchome.com

- 2.2. Paragraph 3.3.3.1. 5 Scientific Technologies Corporation's Key Project Staff is deleted and replaced with the following:
- 3.3.3.1 Scientific Technologies Corporation's Key Project Staff:

Scientific Technologies Corporation Amendment #1 Contractor Initials: 1/1/2

2014-008 Page 1 of 5 Date: 4/6/17

#### AMENDMENT #1 to the VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT

Key Members (s)

Title

Sarah Cruz Kristina Crane Project Coordinator Program Manager/SME Database Administrator

Judy Merritt Rae Barr Marty Ulrich

Business System Analyst/SME Developer/Technical Lead

Richard Martinez

Technical Support Representative

Amy Yosowitz

Quality Assurance Analyst

Cory Hopple

Agency IT Liaison

2.3. Paragraph 3.4 State Contract Manager name and contact information is deleted and replaced with the following:

#### 3.4. State Contract Manager

Richelle Swanson

NH DHHS, Division of Public Health Services

29 Hazen Drive, Concord, NH 03301

Tel: 603-271-7365 Fax: 603-271-0545

Email: Richelle.swanson@dhhs.nh.gov

2.4. Paragraph 16. Dispute Resolution, Dispute Resolution Responsibility and Schedule Table is deleted and replaced with the following:

16. Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Sarah Cruz	State Project Manager (PM)	5 Business Days
First	Rhonda Hirst	State Project Management Team (PMT)	10 Business Days
Second	Todd Watkins, President	DHHS Commissioner	15 Business Days

- 3. Contract Exhibits Part 3, is hereby amended as follows:
  - 3.1. Amend Exhibit A, Contract Deliverables to add Exhibit A-1 Additional Special Contract Deliverables:
  - 3.2. Amend Exhibit B, Price and Payment Schedule, to delete paragraph 1.1 Firm Fixed Price and replace with:

#### 1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract, not to exceed the Price Limitation of the Part 1 P-37 General Provisions Block 1.8 Price Limitation for the period between the Effective Date through the Completion Date of the 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 Deliverables appearing in the price and payment tables below.



#### AMENDMENT #1 to the VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT

3.3. Amend Exhibit B, Price and Payment Schedule, to delete paragraph 2. Total Contract Price and replace with:

#### Total Contract Price

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the Price Limitation of the 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 Welligent; Inc. in the performance hereof.

Scientific Technologies Corporation

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

3.4. Amend Exhibit B, Invoicing to delete paragraph 3 Invoicing and replace with:

Invoices shall be sent to:

Richelle Swanson, Finance Administrator
Division of Public Health, Bureau of Infectious Disease Control
29 Hazen Drive
Concord, NH 03301

3.5. Amend Exhibit B, Price and Payment Schedule, to add Exhibit B-1 Additional Special Price and Payment Schedule.

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

Contractor Initials: ////
Date: 4/6/17

Scientific Technologies Corporation

Amendment #1

2014-008

Page 3 of 5

#### AMENDMENT #1 to the VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT

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

	State of New Hampshire Department of Health and Human Services
4/17/17 Date	Name Lisa Morris, MSSW Title: Director
	Scientific Technologies Corporation
4/4/2017 Date	Name: Todd Watkins Title: President
Acknowledgement of Contractor's signature:	**************************************
State of ARizoNA, County of MARIO	$\frac{200}{A}$ on $\frac{4/6}{200}$ , before the undersigned officer, personally
i	isfactorily proven to be the person whose name is signed above, and
acknowledged that s/he executed this document in the	ne capacity indicated above.
IN WITNESS WHEREOF, I hereunto set my	hand and official seal.
Signature of Notary Public or Justice of the Peace	
Robert A. Ca GA, Norany Public Name and Title of Notary or Justice of the Peace	· —
My Commission Expires: ( ( \( \lambda \) \( \lambda \) (SEAL)	_
ROBERT A CALTA Notary Public - Arizona	

ROBERT A CALTA
Notary Public - Arizona
Maricopa County
Commission# 255023
Expires November 20, 2017

Contractor Initials: Aw

#### AMENDMENT #1 to the VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT

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

4/18/2017 Date	Name: Nancy J. Smith Title: Sen. Asst. Attorney General
I hereby certify that the foregoing Amendment wa	as approved by the Governor and Executive Council of the State of New
Hampshire at the Meeting on:	_(date of meeting)
	OFFICE OF THE SECRETARY OF STATE
Date	Name: Title:

Contractor Initials: \[ \frac{\partial w}{\partial w} \]

Date: \[ \frac{\partial w}{\partial w} \]

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT A-1

#### ADDITIONAL SPECIAL CONTRACT DELIVERABLES

#### 1. DELIVERABLES, MILESTONES AND ACTIVITIES

Scientific Technologies Corporation shall provide the State with a suite of tools designed to enhance the interoperability functionality of the IWeb product to receive HL7 messaging from healthcare providers.

The Deliverables are set forth in the Schedule described below in Table 1 below. By unconditionally accepting a Deliverable, the State reserves the right to reject and all Deliverables in the event the State Detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

#### 2.1 Activity, Deliverable or Milestone

Table 1: Activity, Deliverable or Milestone	Projected Delivery Date	Delivery Type
JD CR-14a — Provider Interoperability Report: Data Statistical Summary • Support interoperability intelligence for providers who submit HL7 patient and vaccination records to an IIS. Stakeholders will have access to a new interoperability report to monitor their own progress through testing and ongoing interface.	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has been passed by the NH G&C	Software
JD CR-14b – Tools to Improve Data Quality • Develop an area as part of the interoperability portal that will contain a comprehensive set of tools that will help the State and provider in improving the quality of data submitted to the IIS. Encourage providers to be more proactive in improving their data quality and become more self-sufficient in performing tasks that the State would typically do in monitoring provider data quality.	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has been passed by the NH G&C	Software
JD CR-16 – Improved Transaction Logging • Support enhanced logging for data transaction in the IIS and PHC-Hub.	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has	Software

2014-008 Exhibit A-1: Additional Special Contract Deliverables Initial and Date All Pages:
Scientific Technologies .Corporation Initials

Date 4/6/17

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT A-1

#### ADDITIONAL SPECIAL CONTRACT DELIVERABLES

Enable reporting of data processing from	been passed by the NH G&C	
the time a record is received to the time it		
is available for use in the IIS so users can		
view and analyze the complete history of a		
record transaction from start to finish.		
JD CR-18 – Onboarding Process Tools	NHIP will receive this	Software
• Create a set of tools and configurable	enhancement once the new	
workflows that the State can use to	test system is ready to accept	
facilitate and organize the onboarding	for testing and this CR has	
process with providers. Have onboarding	been passed by the NH G&C	
stages that are adaptable to the State's		
workflow with access to tools that will		
help in managing the activities performed		
by the State and provider in the		
onboarding process.		
JD CR-5 – VOMS Landing Page	NHIP will receive this	Software
• Describes the enhancements to the new	enhancement once the new	
VOMS landing page. The new landing	test system is ready to accept	
page will contain user-specific quick links	for testing and this CR has	
to inventory transactions, graphical	been passed by the NH G&C	
representation of inventory wastage; user-		
specific task list and a facility/org-specific		
inventory overview.		
Ongoing support/maintenance and system	NHIP will receive this	Software
hosting for these enhancements until the	enhancement once the new	
end of this contract	test system is ready to accept	
	for testing and this CR has	
	been passed by the NH G&C	

#### 2. INFORMATION SECURITY REQUIREMENTS

- 2.1. The vendor will actively work with the State upon acceptance of the contract amendment to demonstrate security with all security and privacy requirements contained within the original contract, and any subsequent amendments. The vendor will complete a security attestation process and form to demonstrate compliance within a reasonable time frame, not to exceed 45 days from the acceptance of the contract amendment.
- 2.2. If the department determines the vendor is a Business Associate pursuant to 45CFR 160.103 and or has access to PHI the vendor will sign and execute a HIPAA Business Associate Agreement (BAA) with the department.
- 2.3. Annually the vendor will work the department complete a written attestation of security compliance. The attestation will include any applicable security and privacy compliance regulations and will demonstrate proper operational security and privacy controls, policies, and procedures are in place and maintained within the applicable vendor environment applicable to this engagement. The vendor will identify a primary and secondary point of contact (POC) that will be responsible for executing the annual attestation process, security attestation form,

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT A-1 ADDITIONAL SPECIAL CONTRACT DELIVERABLES

response materials required, and respond to requests for information. The amendment acceptance date will be the annual security attestation compliance date.

- 2.4. The vendor will maintain proper security and privacy controls on its systems used to connect to any NH State network and or systems according to applicable federal, state, and local regulations and aligned with industry standards and best practices. Regulations include but are not limited to Federal CMS regulations, Internal Revenue Service (IRS / PUB 1075), Social Security Administration (SSA), HIPAA/HITECH, and all applicable state laws protecting confidential records. The vendor will ensure the safe and secure management of vulnerabilities through a recurring practice of identifying, classifying, remediating, and mitigating threats.
- 2.5. Any cloud based services or models to be used for the purpose of maintaining or storing State of NH and or department confidential data will be subject to and are required to be FEDRAMP certified cloud services. At the departments discretion may waive this requirement based on level of risk and applicability. The vendor is responsible for demonstrating in writing why an exception should be considered by the department. The vendor will be responsible for providing all necessary documentation and information in support of the department decision process. A review of an exception by department does not indicate the exception will be approved.
- 2.6. The vendor will not store, knowingly or unknowingly, any State of NH or department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the department.
- 2.7. The vendor will work with the department to sign and or renew any applicable State of NH 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 DHHS system. Agreements will be completed and signed by the vendor prior to system access being authorized, and on a regular basis as requested by DHHS.
- 2.8. The vendor will ensure any applicable sub-contractors that may have access to or store department or State of NH data, maintain proper security and privacy standards and are in compliance with all applicable security requirements and federal and state regulations.
- 2.9. The vendor will ensure State of NH and department data that is stored within their systems or applicable sub-contractor systems will be encrypted at rest using current industry standards and best practices for strong encryption. Exceptions based on risk level and applicability is at the State of NH and departments' discretion.
- 2.10. The vendor will provide a documented process for securely disposing of data, data storage hardware, and or media; and will obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of NH data is rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor 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.

2014-008 Exhibit A-1: Additional Special Contract Deliverables Initial and Date All Pages:
Scientific Technologies .Corporation Initials

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES **VaxNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3** EXHIBIT A-1

#### ADDITIONAL SPECIAL CONTRACT DELIVERABLES

2.11. If the department determines the vendor is not in compliance with applicable security and privacy regulations the department reserves the right, and as its discretion, will request an audit of the security mechanisms the vendor maintains to safeguard authorized access to the State of NH information, systems and electronic communications. Audits may include examination of systems security, associated administrative practices, and requests for additional documentation in support of this contract. The vendor will participate and respond to security and privacy requests for information by the department, and complete any surveys, forms, or requests for documentation. The level of risk to the department will determine the depth of the audit and whether is required to be performed by an independent qualified assessor or third party as defined by NIST 800-53r4.

Initial and Date All Pages: Scientific Technologies . Corporation Initials

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES AURIS HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES **CONTRACT 2014-125- PART 3**

#### EXHIBIT B-1

#### ADDITIONAL SPECIAL PRICE AND PAYMENT SCHEDULE

#### 1. DELIVERABLE PAYMENT SCHEDULE

		Pricing	Deliver
Table 2: Activity, Deliverable		Paymen	able
or Milestone	Proposed Date	<u>t</u>	Type
JD CR-14a – Provider	NHIP will receive this	JD CR-	Softwar
Interoperability Report: Data	enhancement once the new	14a,	e
Statistical Summary	test system is ready to	14b, 16,	Ì
<ul> <li>Support interoperability</li> </ul>	accept for testing and this	17, and	i
intelligence for providers who	CR has been passed by the	18 —	
submit HL7 patient and	NH G&C	combine	
vaccination records to an IIS.		d cost of	
Stakeholders will have access		\$150,00	
to a new interoperability report		0	
to monitor their own progress			
through testing and ongoing			
interface.			
JD CR-14b – Tools to Improve	NHIP will receive this	JD CR-	Softwar
Data Quality	enhancement once the new	14a,	e.
• Develop an area as part of the	test system is ready to	14b, 16,	
interoperability portal that will	accept for testing and this	17, and	
contain a comprehensive set of	CR has been passed by the	18-	
tools that will help the State	NH G&C	combine	
and provider in improving the		d cost of	
quality of data submitted to the		\$150,00	
IIS. Encourage providers to be		0	
more proactive in improving			
their data quality and become		'	
more self-sufficient in			
performing tasks that the State			
would typically do in			
monitoring provider data			
quality.			
JD CR-16 – Improved	NHIP will receive this	JD CR-	Softwar
Transaction Logging	enhancement once the new	14a,	e
• Support enhanced logging for	test system is ready to	14b, 16,	
data transaction in the IIS and	accept for testing and this	17, and	
PHC-Hub. Enable reporting of	CR has been passed by the	18 –	
data processing from the time a	NH G&C	combine	
record is received to the time it		d cost of	
is available for use in the IIS so		\$150,00	
users can view and analyze the		0	
complete history of a record			
transaction from start to finish.			
danisaction from start to missi.			

2014-008 Exhibit B-1: Additional Special Price and Payment Schedule

Initial and Date All Pages:
Scientific Technologies Corporation Initials
Date 1/4/17

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES AURIS HOSTING, MAINTENANCE, OPERATIONS AND SUPPORT SERVICES CONTRACT 2014-125- PART 3

#### EXHIBIT B-1 ADDITIONAL SPECIAL PRICE AND PAYMENT SCHEDULE

Table 2: Activity, Deliverable or Milestone	Proposed Date	Pricing Paymen t	Deliver able Type
JD CR-18 – Onboarding Process Tools • Create a set of tools and configurable workflows that the State can use to facilitate and organize the onboarding process with providers. Have onboarding stages that are adaptable to the State's workflow with access to tools that will help in managing the activities performed by the State and provider in the onboarding process.	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has been passed by the NH G&C	JD CR- 14a, 14b, 16, 17, and 18 – combine d cost of \$150,00 0	Softwar e
JD CR-5 – VOMS Landing Page  • Describes the enhancements to the new VOMS landing page. The new landing page will contain user-specific quick links to inventory transactions, graphical representation of inventory wastage; user- specific task list and a facility/org-specific inventory overview.	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has been passed by the NH G&C	\$36,000	Softwar
Ongoing support/maintenance and system hosting for these enhancements until the end of this contract	NHIP will receive this enhancement once the new test system is ready to accept for testing and this CR has been passed by the NH G&C	No Cost	Non- Softwar e

#### **Business Information**

#### **Business Details**

Business Name: SCIENTIFIC TECHNOLOGIES C ORPORATION

Business ID: 397216

Business Type: Foreign Profit Corporation

**Business Status: Good Standing** 

Business Creation 02/15/2002 Date:

Name in State of SCIENTIFIC TECHNOLOGIES

Incorporation: CORPORATION

Date of Formation in 02/15/2002

Jurisdiction:

Principal Office 8444 N 90th Street Suite 100,

Address: Scottsdale, AZ, 85258, USA

Mailing Address: 8444 N 90th Street Suite 100, S

cottsdale, AZ, 85258, USA

Citizenship / State of Foreign/Arizona Incorporation:

Last Annual 2017 Report Year:

Next Report Year: 2018

**Duration: Perpetual** 

Business Email: finance@stchome.com

Phone #: 520-202-3333

Notification Email: NONE

Fiscal Year End NONE

Date:

#### **Principal Purpose**

#### S.No NAICS Code

**NAICS Subcode** 

OTHER / PUBLIC HEALTH INFORMATION **SYSTEMS** 

Page 1 of 1, records 1 to 1 of 1

#### **Registered Agent Information**

Name: CT Corporation System

Registered Office 9 Capitol Street, Concord, NH, 03301, USA

Address:

Registered Mailing Not Available

Address:

#### **CERTIFICATE OF VOTE**

- I, Michael L. Popovich, of Scientific Technologies Corporation, do hereby certify that:
  - 1. I am the duly elected CEO of Scientific Technologies Corporation.
  - 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on April 11, 2017:

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the <u>President</u> is hereby authorized on behalf of this Corporation to enter into said contracts with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable, or appropriate. Todd Watkins is the duly elected President of the Corporation.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of April 11, 2017.

IN WITNESS WHEREOF, I have hereunto set my hand as the <u>CEO</u> of the <u>corporation</u> this <u>11th</u> day of April, 2017.

Michael L. Popovich, CEC

STATE OF ARIZONA

County of Maricana

The foregoing instrument was acknowledged before me this day of April , 2017

by Michael L. Popovich.

Commission expires:

**ASHLEY BALLEJOS** Notary Public - Arizona Maricopa County My Commission Expires **DECEMBER 28, 2018** 



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/5/2017

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

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

PRODUCER Brown & Brown Insurance of AZ, Inc 2800 North Central Avenue, Suite 160 Phoenix AZ 85004	00	CONTACT NAME: PHONE (A/C, No, Ex E-MAIL ADDRESS:	Virginia Stygar <sub>tt):</sub> 602-277-6672 vstygar@bbphoenix.com	FAX (A/C, No): 602-287-6747
INSURED Scientific Technologies Corporation 8444 N. 90th Street #100 Scottsdale AZ 85258	SCIETEC-01	INSURER B	:	NAIC # 29424 30104 y 29459

_0					NUMBER: 559564032			REVISION NUMBER:	
	TH	IS I	S TO CERTIFY THAT THE POLICIES	OF INSUR	RANCE LISTED BELOW HAVE	BEEN ISSUED TO	THE INSURE	D NAMED ABOVE FOR TH	HE POLICY PERIOD
	INE	DEL	ATED. NOTWITHSTANDING ANY RE FICATE MAY BE ISSUED OR MAY F	QUIREMEN	NT, TERM OR CONDITION OF	ANY CONTRACT	OR OTHER I	DOCUMENT WITH RESPEC	CT TO WHICH THIS
			ISIONS AND CONDITIONS OF SUCH I						J ALL THE TERMS,
ĬŅ.	SR		TOTAL DE MINISTER	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DDYYYYY)	POLICY EXP	LIMIT	s
$\overline{}$	_	x	COMMERCIAL GENERAL LIABILITY	YY	59SBQIH5976	6/1/2016	6/1/2017		<del> </del>
		^	CLAIMS-MADE X OCCUR			S/ 1/20 / S	J. 112011	DAMAGE TO RENTED	\$1,000,000 \$1,000.000
			CENTRICATION NO.					PREMISES (Ea occurrence) MED EXP (Any one person)	\$1,000,000
								PERSONAL & ADV INJURY	\$1,000,000
		GEN	L'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$2,000,000
		Х	DDO.						\$2,000,000
			OTHER:					THOSE OF COMMITTEE AGO	\$
Ī	3	AUT	OMOBILE LIABILITY		59UEQZM3766	6/1/2016	6/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		X	ANY AUTO					BODILY INJURY (Per person)	\$
			ALL OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
		X	HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
L								,	\$
,	4	Χ	UMBRELLA LIAB X OCCUR		59SBQIH5976	6/1/2016	6/1/2017	EACH OCCURRENCE	\$4,000.000
			EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$4,000,000
_			DED X RETENTION \$10,000					Products-Completed Op	\$4,000,000
(			KERS COMPENSATION EMPLOYERS' LIABILITY Y/N		59WEKZ2082	6/1/2016	6/1/2017	X PER OTH- STATUTE ER	
			PROPRIETOR/PARTNER/EXECUTIVE (************************************	N/A				E.L. EACH ACCIDENT	\$1,000,000
	1	Man	datory in NH) describe under					E.L. DISEASE - EA EMPLOYEE	\$1,000.000
_			CRIPTION OF OPERATIONS below			W		E.L. DISEASE - POLICY LIMIT	\$1,000,000
<u> </u>									
			ION OF OPERATIONS / LOCATIONS / VEHICL				e space is requir	red)	
′	√ac	litio	onal Insured and Waiver of Subro	ogation a	pplies Per attached form S	SS00080405.			
ļ									
_									

CERTIFICATE HOLDER	CANCELLATION 30 days
NH DHHS 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

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#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/06/2017

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

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

certificate floider in fled of such	ir endorsement(s).				
PRODUCER  Automatic Data Processing Insu 1 Adp Boulevard	rance Agency, Inc.	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:		FAX (A/C, No):	
Roseland, NJ 07068			INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Ha	rtford Fire Insurance Company		19682
INSURED		INSURER B :			
SCIENTIFIC TECHN 8444 N 90TH ST	lolog	INSURER C :			
Scottsdale, AZ 852	58	INSURER D :			
		INSURER E :			
		INSURER F :			
COVERAGES	CERTIFICATE NUMBER: 653689		REVISION NUM	MBER:	
THIS IS TO CERTIFY THAT THE F	POLICIES OF INSURANCE LISTED BELOW HA	VE BEEN ISSU	ED TO THE INSURED NAMED ABOV	VE 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. ADDL SUBR INSR LTR POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE POLICY LOC PRODUCTS - COMP/OP AGG OTHER COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS UMBRELLA LIAB OCCUR **EACH OCCURRENCE** \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ **RETENTION \$** WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) 1,000,000 E.L. EACH ACCIDENT Y N 76WEGZT3467 04/01/2017 04/01/2018 N/A 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under DESCRIPTION OF OPERATIONS below 1,000,000 E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
NH DHHS 129 Pleasant Street	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03301	AUTHORIZED REPRESENTATIVE
	Many M. Mun.
	A 1988-2014 ACOPD COPPORATION All rights recorded



9% Federal fund 91% General fund



#### Nicholas A. Toumpas Commissioner

José Thier Montero Director

#### STATE OF NEW HAMPSHIRE

#### **DEPARTMENT OF HEALTH AND HUMAN SERVICES**

29 HAZEN DRIVE, CONCORD, NH 03301-6527 603-271-4456 1-800-852-3345 Ext. 4456 Fax: 603-271-3850 TDD Access: 1-800-735-2964



G&C APPROVAL Date: 4/23/14 Item #39A

March 27, 2014

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

#### REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control to enter into an agreement with Scientific Technologies Corporation, (Vendor # 173134-B002) 8444 N. 90<sup>th</sup> Street, Suite 100, Scottsdate, AZ, 85258 in an amount not to exceed \$1,359,177, to provide a Statewide Immunization Registry and system maintenance, to be effective April 9, 2014, or date of Governor and Council approval, whichever is later, through January 31, 2019.

Funds are available in the following account for SFY 2014 and SFY 2015; and are anticipated to be available in SFY 2016, SFY 2017, SFY 2018, and SFY 2019 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-51780000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 14	102-500731	Contracts for Prog Svc	90023317	\$20,213
SFY 14	102-500731	Contracts for Prog Svc	90023010	\$14,790
SFY 14	102-500731	Contracts for Prog Svc	90023011	\$14,297
SFY 14	102-500731	Contracts for Prog Svc	90023103	\$27,700
		Sub Total		\$77,000
SFY 15	102-500731	Contracts for Prog Svc	90023010	\$21,960
SFY 15	102-500731	Contracts for Prog Svc	90023011	\$21,228
SFY 15	102-500731	Contracts for Prog Svc	90023103	\$277,800
SFY 15	102-500731	Contracts for Prog Svc	90023317	\$30,012
		Sub Total		\$351,000
SFY 16	102-500731	Contracts for Prog Svc	90023103	\$87,500
SFY 17	102-500731	Contracts for Prog Svc	90023103	\$93,400
SFY 18	102-500731	Contracts for Prog Svc	90023103	\$105,484
SFY 19	102-500731	Contracts for Prog Svc	90023103	\$118,293
			Total	\$832,677

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council March 27, 2014 Page 2

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 16	038-509038	Technology-Software	03900082	\$127,500
SFY 17	038-509038	Technology-Software	03900082	\$133,000
SFY 18	038-509038	Technology-Software	03900082	\$133,000
SFY 19	038-509038	Technology-Software	03900082	\$133,000
			Total	\$526,500

#### **EXPLANATION**

Funds in this agreement will be used to install and maintain a New Hampshire Immunization Information System (IIS) to consolidate immunization records and assure that the population of New Hampshire is appropriately immunized and to protect communities from vaccine-preventable diseases with the most efficient use of program resources.

New Hampshire's Immunization Information System will be a population-based, confidential, computerized information system that collects and consolidates vaccination-related data from multiple healthcare providers. The IIS will combine immunization information into a single record and provide an official record to the medical home or treating medical provider. The IIS will be a clinical decision making tool for New Hampshire immunization providers and will consolidate records for all ages and populations throughout the state. All New Hampshire residents that receive immunizations will have, for their use, a complete vaccine history. Health disparities will be reduced because accurate immunization information will be supplied in all medical facilities, including non-traditional settings such as pharmacies, home-health agencies, mass vaccination clinics and urgent care centers. Immunization rates will increase because the IIS will enable reminder/recall programs and generate aggregate data reporting by provider group. Through these quality improvement programs medical providers will offer better health care and lower costs that will lead to reduced incidence of vaccine preventable disease. Schools will be able to gather state-required vaccination reports status from enrolled students through the electronic system, when granted permission. The NH surveillance program will be able to determine if a reported case of a vaccine preventable disease might grow into an outbreak based on vaccination status of a community or school. At this time there is no other database in the state that can duplicate the resources of an immunization information system. The Guide to Community Preventive Services recommends the use of an IIS and the provider assessment and client reminder and recall that the IIS allows.

In 2012, New Hampshire boasted the second highest childhood immunization rates in the country. However, adolescent and adult immunization rates lag behind the Healthy People 2020 goals. For example, influenza immunization rates for both groups are at or near 45% when they should be at 80%. The IIS will enable the entire community of medical providers; schools, clinics, pharmacies and health systems, to administer and record a vaccination. This can also positively impact the elderly population who struggle with the confusion around Medicare payment (Part B or D) for vaccines. The number of individuals who have had the shingles vaccine in New Hampshire is so low, it cannot be measured. With the IIS, the shot can be administered in the pharmacy and reported directly to the primary care physician. This documentation will ensure good health care and keep costs for the individual, the health system and the insurer community low.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council March 27, 2014 Page 3

Should Governor and Executive Council not authorize this Request, New Hampshire will limit the ability for our medical providers to receive Meaningful Use incentives to expand the electronic health record systems that are intended to improve healthcare, inform the patient of his/her services and lower medical costs. The Division of Public Health Services Immunization Section will continue to deliver and account for vaccines with limited information. The Section will not have data to improve adolescent and adult immunization rates and will not have timely immunization data during a vaccine preventable disease outbreak/pandernic.

Scientific Technologies Corporation was selected for this project through a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from May 7, 2013, through June 28, 2013. In addition, a bidder's conference was held on May 20, 2013.

Five proposals were received in response to the Request for Proposals. Nine reviewers who work internal and external to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between two to fifteen years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision followed a thorough discussion of the strengths and weaknesses to the proposals.

After three meetings of the review panel, two vendors were chosen to demonstrate their systems, Scientific Technologies Corporation and Envision Technology Partners. Eight of the nine original reviewers were present for the demonstrations as well as staff from the Immunization Section and DoIT Contract Unit. Unanimous consensus was to use the Scientific Technologies Corporation product, IWeb.

As referenced in the Request for Proposals, Renewals Section, this competitively procured Agreement has the option to extend for seven (7) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- The Final Work Plan is delivered and accepted by the State.
- Phase I as defined in the Part 3 Contract is implemented.
- Phase II as defined in Part 3 Contract is implemented.
- Phase III as defined in Part 3 Contract is implemented.
- Comprehensive training will be developed for all users, and conducted for DHHS staff. 95% of all trainees will determine via evaluation that the training was adequate.
- Warranty Period is completed as defined in Part 3 Contract.
- The application will be updated quarterly as specified in Part 3 Contract.
- 98% of the time, critical deficiencies will have an initial response (24/7) within two hours and diagnostic service provided within four hours.
- 95% of the time, serious deficiencies, during business hours, will have a planned corrective action response within three hours.

Her Excellency, Governor Margaret Wood Hassan and the Honorable Council March 27, 2014 Page 4

- A letter, certifying that the entire Immunization Information System complies with current HIPAA standards, will be received annually.
- Source code and program updates will be sent to the State as agreed upon in Part 3 Contract.
- The application will perform 99.9% of the time, exclusive of scheduled maintenance.

Area served: Statewide.

Source of Funds is 9.01% Federal Funds from Centers for Disease Control and Prevention, Federal Award Identification Number H23IP000757, and 90.99% General Funds.

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

Respectfully submitted,

José Thier Montero, MD, MHCDS

Director

Approved by:

Nicholas A. Toumpas Commissioner



### STATE OF NEW HAMPSHIRE DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings Commissioner

April 14, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Scientific Technologies, Inc. (STC) of Scottsdale, AZ, for the DHHS VaxNH Immunization Information System, as described below and referenced as DoIT No. 2014-008.

The Department of Health and Human Services requires the services of a qualified technology vendor to provide a hosted, secure, web-based software system and associated services to allow the Division of Public Health Services (DPHS) to collect immunization records for New Hampshire residents in accordance with NH RSA 141-C:20-f and other federal health agency standards. Funding shall not exceed \$1,359,177 and the contract shall become effective upon Governor and Executive Council approval, through June 31, 2019.

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

Sincerely,

Peter C. Hastings

PCH/ltm Contract 2014-008

cc: Marcella Bobinsky, DHHS Leslie Mason, DoIT

### SCORE SUMMARY SHEET for Contract 2014-008 – Immunization Information System

The Immunization Section received five responses to the RFP. A review panel was created to look at each vendor's proposal.

The review panel consisted of:

Donna McKean

Immunization Section, Vaccine Data Coordinator

Marcella Bobinsky

Immunization Section, Section Chief

Brook Dupee

Chief, Bureau of Public Health Statistics and Informatics

Vinod Brahmapuram

Information Security Officer, DHHS

Lise Farrand

Pharmaceutical Services Specialist, Office of Medicaid Business & Policy

Christine Villeneuve

Community Health Department Manager (Nashua)

Christopher Baker

IT Director of Application Development, Concord Hospital

Patricia Edwards

Pediatrician, Concord Pediatrics

Mark Parris

Information Technology Manager

The panel met for several meetings and two vendors were chosen to ask to demonstrate their system, Envision Technology Partners and Scientific Technologies Corporation. Eight of the nine previous reviewers were in attendance along with staff from the Immunization Section for the demonstrations. A consensus scoring model was used at the conclusion of both demonstrations. The decision was unanimous for the chosen vendor, Scientific Technologies Corporation.

	SCORES		
<b>EVALUATION CRITERIA</b>	<b>Envision Technology Partners</b>	Scientific Technologies Corporation	
Organization/Team	2	5	
System Demonstration	3	4	
Project Management	2	4	
Technical Topics	3	4	
Financial Discussion	2 ·	4	
TOTAL	12/25 (48%)	21/25 (84%)	
*Scores range from 1 to 5	5. 1 being low, 5 being high)		

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES TRAINING REGISTRATION CONTRACT CONTRACT 2014-008 AGREEMENT- PART 1

~			
Su	h	20	t
Ju	v.		٠

Immunization Information System

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

I. IDENTIFICATION.				
1.1 State Agency Name		1.2 State Agency Address		
Department of Health and Huma	an Services	29 Hazen Drive		
		Concord, NH 03301		
1.3 Contractor Name	AMERICA CONTRACTOR OF THE CONT	1.4 Contractor Address		
Scientific Technologies Corpora	ation	8444 N. 90th Street, Suite 100		
		Scottsdale, AZ 85258		
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	05-95-90-902510-51780000-102-500731 05-95-90-902510-51780000-513-590554	January 31, 2019		
480-745-8500	01-03-03-030010-76950000-038-509038	No.	\$1,359,177	
	WHO 4/14/14	ymim		
1.9 Contracting Officer for Sta	te Agency	1.10 State Agency Telephone	Number	
Brook Dupce, Bureau Chief		603-271-4483		
1.11 Contractor Signature		1.12 Name and Title of Contra	actor Signatory	
M1 (A	( Paparal D	Michael L. Popo	ivich, CEO	
112 Al Alanders	, 14 min	n d		
1.13 Acknowledgement. State	1.13 Acknowledgement. State of Artzona, County of			
On 3/21/14 , befor	e the undersigned officer, personal	ly appeared the person identified	in block 1.12, or satisfactorily	
	name is signed in block 1.11, and a			
indicated in block 1.12.		NOTARY PUBLIC		
1.13.1 Signature of Notary Public or Justice of the Peace PIMA COUNTY				
1.7	Tiltelle -	MY COMMISSIO		
[Scal]	/	MARCH IS	9, 2015	
1.13.2 Name and Title of Nota	ry or Justice of the Peace	2 -		
VICKI L	HOLBEN NI	TARY PUBLIC		
1.14 State Agency Signature		1.15 Name and Title of State Agency Signatory Block S. D. Cel		
92 16		BICOX & DULLER		
Suren Chit				
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)				
Ву:		Director, On:		
	General (Form, Substance and Ex	ecution)		
	By: Resentant d On: 4-3-14			
1.18 Approval by the Governo	and Executive Council			
By:		On:		

## STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES TRAINING REGISTRATION CONTRACT CONTRACT 2014-008 AGREEMENT- PART 1

Subject: Immunization Information System

#### **AGREEMENT**

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

#### **GENERAL PROVISIONS**

1. IDENTIFICATION.			
1.1 State Agency Name		1.2 State Agency Address	
Department of Health and Human Services		29 Hazen Drive	
		Concord, NH 03301	
1.3 Contractor Name		1.4 Contractor Address	
Scientific Technologies Corpora	ition	8444 N. 90 <sup>th</sup> Street, Suite 100	
		Scottsdale, AZ 85258	
1.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
Number	05-95-90-902510-51780000-102-500731	January 31, 2019	The Zimilation
480-745-8500	05-95-90-902510-51780000-513-500354	\$50	\$1,359,177
	01-03-03-030010-76950000-038-509038	VIMIN	
1.9 Contracting Officer for Sta	te Agency	1.10 State Agency Telephone N	lumber
Brook Dupee, Bureau Chief		603-271-4483	
		1711 00	0:
1.11 Contractor Signature		1.12 Name and Title of Contra	
311 6 6	<i>( )</i>	Michael L. Popo	vict CEO
Thinkree &	1. Kysarca 1	-	, 0 - 0 .
1.13 Acknowledgement: State		na	
, ,	<u> </u>		
On 3/21/14 , befor	e the undersigned officer, personal	lly appeared the person identified	in block 1.12, or satisfactorily
proven to be the person whose n	name is signed in block 1.11, and a	cknowledged that s/he executed the	is electronic in the capacity
indicated in block 1.12.		NOTARY PUBLIC	l
1.13.1 Signature of Notary Pub	olic or Justice of the Peace	PIMA CO	
(Seal) VICKE Holle.		MY COMMISSIC	•
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1.16 Approval by the N.H. De	partment of Administration, Divisi	on of Personnel (if applicable)	
By:		Director, On:	
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1.17 Approval by the Attorney	General (Form, Substance and Ex	ecution)	
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By: Kesema	XLL	On: 4-3~14	
1.18 Approval by the Governo	r and Executive Council		
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2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

CONDITIONAL NATURE OF AGREEMENT. 4. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated In the event of a reduction or termination of funds. appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

#### 5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

- 5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
- 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
- 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

- 6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
- 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
- 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

- 7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
- 7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
- 7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

- 8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9.DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.
- 10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

#### 15. WORKERS' COMPENSATION.

- 15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").
- To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.
- 16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.
- 17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.
- 18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

- 19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
- 20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
- 21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.
- 23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.
- 24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 111 Date 3 21



#### TERMS AND DEFINITIONS

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

ACIP	Advisory Committee on Immunization Practices	
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance	
	Test or Review.	
Acceptance Letter	An Acceptance Letter provides notice from the State that a	
	Deliverable has satisfied Acceptance Tests or Review.	
Acceptance Period	The timeframe during which the Acceptance Test is performed	
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by	
	the State that describes at a minimum, the specific Acceptance	
	process, criteria, and Schedule for Deliverables.	
Acceptance Test and Review	Tests performed to determine that no Defects exist in the	
	application Software or the System	
Access Control	Supports the management of permissions for logging onto a	
	computer or network	
Agreement	A contract duly executed and legally binding.	
Appendix	Supplementary material that is collected and appended at the back	
	of a document	
Audit Trail Capture and		
Analysis	application or system	
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the	
0.00	conclusion of discussions.	
ССР	Change Control Procedures	
CDC	Centers for Disease Control and Prevention	
CR	Change Request	
COTS	VaxNH is a Commercial Off-The-Shelf Software	
CM	Configuration Management	
Certification	The Vendor's written declaration with full supporting and written	
	Documentation (including without limitation test results as	
	applicable) that the Vendor has completed development of the	
	Deliverable and certified its readiness for applicable Acceptance	
Character C. And	Testing or Review.	
Change Control	Formal process for initiating changes to the proposed solution or	
Class Co. I	process once development has begun.	
Change Order	Formal documentation prepared for a proposed change in the	
Completion Date	Specifications.	
Completion Date Confidential Information	End date for the Contract	
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>	
	disclosure under the Contract	

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Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: Contract Management)
Contractor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a Scientific Technologies Corporation must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
DBA	Database Administrator

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Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
	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.
	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.
	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.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract



Fully Loaded	Rates are inclusive of all allowable expenses, including, but not
	limited to: meals, hotel/housing, airfare, car rentals, car mileage, and
	out of pocket expenses
GAAP	Generally Accepted Accounting Principles
GUI	Graphical User Interface
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
HIPAA	Health Information Portability and Accountability Act
Harvest	Software to archive and/or control versions of software
HL7	Health Level Seven International, the global authority on standards
	for interoperability of health information technology
Identification and	Supports obtaining information about those parties attempting to log
Authentication	on to a system or application for security purposes and the validation
	of those users
Implementation	The process for making the System fully operational for processing
	the Data.
Implementation Plan	Sets forth the transition from development of the System to full
	operation, and includes without limitation, training, business and
	technical procedures.
Immunization Information	A confidential, population-based computerized database that records
System (IIS)	all immunization doses administered by participating providers to
	persons residing within a given geopolitical area.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing,
	manipulating, transmitting, sharing, and sensing of information
	including, but not limited to, Data processing, computing,
	information systems, telecommunications, and various audio and
	video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site
	scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Iweb	A COTS Immunization Information System - modular software
	solution deployed on either Linux or Microsoft Operating Systems
	and supported on Oracle databases
Invoking Party	In a dispute, the party believing itself aggrieved
JIRA	Issue management system
Key Project Staff	Personnel identified by the State and by Scientific Technologies
	Corporation as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State
•	from seeking alternative sources for the Deliverables or Services
	provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written
	Deliverables, e.g., meetings, help support, services, other

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Normal Designation	N1 D
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
PHC Hub	Public Health Connection Hub, STC's suite of tools that provides the required functionality and management of HL7 messages
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Scientific Technologies Corporation's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance

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Review Period	The period set for review of a Deliverable. If none is specified then
	the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional
	requirements by supplying data processing product and/or Service
	resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a
	computer, application or network
STC	Scientific Technologies Corporation
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not
	own the license or the code. The vendor allows the use of the
	software as a part of their service.
Schedule	The dates described in the Work Plan for deadlines for performance
	of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the
	level of Service that is expected of, and provided by, the Vendor
	during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as
	described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor
	under the Contract
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without
	limitation, Software and Services, addressing the requirements and
	terms of the Specifications. The off-the-shelf Software and
	configured Software customized for the State provided by the
	Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which
•	include, without limitation, this RFP, the Proposal, the Contract, any
	performance standards, Documentation, applicable State and federal
	policies, laws and regulations, State technical standards, subsequent
	State-approved Deliverables, and other Specifications and
	requirements described in the Contract Documents. The
	Specifications are, by this reference, made a part of the Contract as
	though completely set forth herein.
State	STATE is defined as:
	State of New Hampshire
	Department of Health and Human Services
	129 Pleasant Street
	Concord, NH 03301
	Reference to the term "State" shall include applicable agencies

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Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Total Contract Item Price	Cost of Annual Support & Maintenance + Annual Hosting Fee
Transition Services	Services and support provided when Scientific Technologies Corporation is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.

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User Acceptance Testing	Tests done by knowledgeable business users who are familiar with	
Osel Acceptance Testing	the scope of the Project. They create/develop test cases to conf	
	the System was developed according to specific user requirements.	
	The test cases and scripts/scenarios should be mapped to business	
	requirements outlined in the user requirements documents.	
User Management	Supports the administration of computer, application and network	
	accounts within an organization	
VFC	Vaccine For Children - a federal program that funds the cost of	
	vaccine for children and immunization program operations.	
Vendor/ Scientific Technologies	The Vendor whose proposal or quote was awarded the Contract with	
Corporation	the State and who is responsible for the Services and Deliverables of	
	the Contract.	
Verification	Supports the confirmation of authority to enter a computer system,	
	application or network	
Walk Through	A step-by-step review of a Specification, usability features or design	
J	before it is handed off to the technical team for development	
Warranty Period	A period of coverage during which Scientific Technology	
•	Corporation is responsible for providing a guarantee for products	
	and Services delivered as defined in the Contract.	
Warranty Releases	Code releases that are done during the Warranty Period.	
Warranty Services	The Services to be provided by the Vendor during the Warrant	
	Period.	
Work Hours	Vendor personnel shall work normal business hours between 8:00	
	am and 5:00 pm, eight (8) hour days, forty (40) hour weeks,	
	excluding State of New Hampshire holidays. Changes to this	
	schedule may be made upon agreement with the State Project	
	Manager.	
Work Plan	The overall plan of activities for the Project created in accordance	
	with the Contract. The plan and delineation of tasks, activities and	
	events to be performed and Deliverables to be produced under the	
	Project as specified in Appendix C. The Work Plan shall include a	
	detailed description of the Schedule, tasks/activities, Deliverables,	
	critical events, task dependencies, and the resources that would lead	
	and/or participate on each task.	
Written Deliverables		
WITHER Denverables	Non-Software written deliverable Documentation (letter, report,	
	manual, book, other) provided by the Vendor either in paper or	
	electronic format.	

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#### INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through Department of Health and Human Services ("State"), and Scientific Technologies Corporation, a C Corporation, ("STC"), having its principal place of business at 8444 N 90<sup>th</sup> Street, Suite 100, Scottsdale, AZ 085258.

The contractor shall install and maintain a "Commercial-Off-the-Shelf" Immunization Information System that records all immunization doses administered by participating medical providers to persons residing within New Hampshire. The immunization information System will offer consolidated immunization histories to determine appropriate patient vaccinations by a medical provider, and provide aggregate data on immunization for use in surveillance, program operations and public health policy development.

#### RECITALS

The State desires to have Scientific Technologies Corporation provide a Commercial-off-the-shelf Software System, and associated Services for Department of Health and Human Services;

Scientific Technologies Corporation wishes to provide a Commercial-off-the-Shelf Software System and associated Services for the State.

The parties therefore agree as follows:

#### 1. CONTRACT DOCUMENTS

#### 1.1 Contract Documents

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

- A. Part 1 State Terms and Conditions contained in the Form P-37
- **B.** Part 2 The Contract Agreement
- C. Part 3 Consolidated Exhibits

Exhibit A - Contract Deliverables

Exhibit B - Price and Payment Schedule

Exhibit C - Special Provisions

Exhibit D - Administrative Services

Exhibit E - Implementation Services

Exhibit F - Testing Services

Exhibit G - Maintenance and Support Services

Exhibit H - Requirements - The Vendor's Responses

Exhibit I - Work Plan

Exhibit J - Software License

Exhibit K - Warranty and Warranty Services

Exhibit L - Training Services

Exhibit M - Agency RFP with Addendums, by reference

Exhibit N - The Vendor Proposal, by reference

Exhibit O - Attachments and Certificates

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#### 1.2 Order of Precedence

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

- **a.** The State of New Hampshire Terms and Conditions, Form P-37-Contract Agreement Part 1;
- **b.** General Provisions in Section H of the RFP document;
- State of New Hampshire, Department of Health and Human Services, Contract 2014-008;
- d. RFP 2014-008 VaxNH Immunization Information System, dated May, 7, 2013, with addendum(s) 1 & 2 incorporated;
- e. The Vendor's Proposal dated June 28, 2013; then
- f. VaxNH Financial Review, September 30, 2013, presented to the Finance Review Committee (sub-group of Proposal Review Committee), by Michael L. Popovich, CEO, STC.

#### 1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through January 31, 2019. The Term may be extended up to seven years, ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond January 31, 2021.

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

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

<u>Time is of the essence in the performance of Scientific Technologies Corporation's obligations under the Contract.</u>

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#### 2. COMPENSATION

#### 2.1 Contract Price

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

#### 2.2 Non-Exclusive, FIRM FIXED PRICE Contract

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

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

#### 3. CONTRACT MANAGEMENT

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

#### 3.1 The Vendor's Contract Manager

Scientific Technologies Corporation shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Scientific Technologies Corporation's Contract Manager is:

Laura Smearman Proposal Manager 8444 N. 90th Street, Suite 100 Scottsdale, AZ 85258-4437

Tel: 480-745-8554

Email: laura smearman@stchome.com

### 3.2 The Vendor's Project Manager

#### 3.2.1 Contract Project Manager

Scientific Technologies Corporation shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Scientific Technologies Corporation's selection of the Scientific Technologies Corporation Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Scientific Technologies Corporation Project Manager's resume,

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qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Scientific Technologies Corporation's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

- 3.2.2 Scientific Technologies Corporation Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Scientific Technologies Corporation's representative for all administrative and management matters. Scientific Technologies Corporation's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Scientific Technologies Corporation's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Scientific Technologies Corporation's Project Manager must work diligently and use his/ her best efforts on the Project.
- 3.2.3 Scientific Technologies Corporation shall not change its assignment of Scientific Technologies Corporation Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Scientific Technologies Corporation's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Scientific Technologies Corporation Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: Contract Project Manager, and in Contract Agreement Part 2, Section 3.6: Reference and Background Checks, below. Scientific Technologies Corporation shall assign a replacement Scientific Technologies Corporation Project Manager within ten (10) business days of the departure of the prior Scientific Technologies Corporation Project Manager, and Scientific Technologies Corporation shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Scientific Technologies Corporation Project Manager.
- 3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Scientific Technologies Corporation in default and pursue its remedies at law and in equity, if Scientific Technologies Corporation fails to assign a Scientific Technologies Corporation Project Manager meeting the requirements and terms of the Contract.
- 3.2.5 Scientific Technologies Corporation Project Manager is:

Chrissie Gorman Project Manager Scientific Technologies Corporation 8444 N 90<sup>th</sup> Street, Suite 100 Scottsdale, AZ 85258

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Phone: <u>480-745-8500</u> or <u>480-745-8562</u> (direct)

Fax: 480-745-8580

Email: chrissie\_gorman@stchome.com

#### 3.3 Scientific Technologies Corporation Key Project Staff

- 3.3.1 Scientific Technologies Corporation shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: System Requirements and Deliverables, Table C.2: System Requirements and Deliverables-Vendor Response Checklist. The State may conduct reference and background checks on Scientific Technologies Corporation Key Project Staff. The State reserves the right to require removal or reassignment of Scientific Technologies Corporation's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 3.6: Reference and Background Checks.
- 3.3.2 Scientific Technologies Corporation shall not change any Scientific Technologies Corporation Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Scientific Technologies Corporation Key Project Staff will not be unreasonably withheld. The replacement Scientific Technologies Corporation Key Project Staff shall have comparable or greater skills than Scientific Technologies Corporation Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background Checks, described in Contract Agreement-Part 2, Section 3.6: Reference and Background Checks,
- 3.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Scientific Technologies Corporation in default and to pursue its remedies at law and in equity, if Scientific Technologies Corporation fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Scientific Technologies Corporation's replacement Project staff.
  - **3.3.3.1** Scientific Technologies Corporation Key Project Staff shall consist of the following individuals in the roles identified below:

#### Scientific Technologies Corporation's Key Project Staff:

Key Member(s)TitleChrissie GormanProject ManagerJanet BalogProgram Manager/SMEJudy MerrittDatabase AdministratorBrandy AltstadterBusiness System Analyst/SMEPeter LentonDeveloper/Technical Lead

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Jim Gerard

Technical Support Representative

Pat Neuben

Quality Assurance Analyst

David Rose

Agency IT Liaison

#### 3.4 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:

Mark Andrew

Department of Health and Human Services

Division of Public Health Services

29 Hazen Drive

Concord, NH 03301

Tel: (603) 271-4493

Fax: (603) 271-3850

Email: mandrew@dhhs.state.nh.us

### 3.5 State Project Manager

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

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

#### The State Project Manager is:

Donna McKean

Department of Health and Human Services

Division of Public Health Services

Tel: (603) 271-4456 Fax: (603) 271-3850

Email: donna.mckean@dhhs.state.nh.us

#### 3.6 Reference and Background Checks

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

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#### 4. DELIVERABLES

#### 4.1 Vendor Responsibilities

Scientific Technologies Corporation 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.

Scientific Technologies Corporation may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Exhibit H: Requirements -Vendor's Responses and the Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37. Scientific Technologies Corporation must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Scientific Technologies Corporation to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

#### 4.2 Deliverables and Services

Scientific Technologies Corporation shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: Contract Deliverables.

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

#### 4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Scientific Technologies Corporation that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the specifications outlined in the Contract. The State will notify Scientific Technologies Corporation in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Scientific Technologies Corporation's written Certification. If the State rejects the Deliverable, the State shall notify Scientific Technologies Corporation of the nature and class of the Deficiency and Scientific Technologies Corporation shall correct the Deficiency within the period identified in the Work Plan. If no period for Scientific Technologies Corporation's correction of the Deliverable is identified, Scientific Technologies Corporation shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Scientific Technologies Corporation of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Scientific Technologies Corporation fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Scientific Technologies Corporation to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Scientific Technologies Corporation in default, and pursue its remedies at law and in equity.

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#### 4.4 System/Software Testing and Acceptance

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

#### 4.5 Security

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

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See Contract Agreement –Part 3 – Exhibit F: Testing for detailed information on requirements for Security testing.

#### 5. SOFTWARE

#### 5.1 COTS Software and Documentation

Scientific Technologies Corporation shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: Software License and Related Terms.

#### 5.2 COTS Software Support and Maintenance

Scientific Technologies Corporation shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit J: Software License and Related Terms.

#### 5.3 Restrictions

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

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

#### 5.4 Title

Scientific Technologies Corporation must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation.

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#### 6. WARRANTY

Scientific Technologies Corporation shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty and Warranty Services.

#### 7. SERVICES

Scientific Technologies Corporation 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

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

#### 7.2 Implementation Services

Scientific Technologies Corporation shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

#### 7.3 Testing Services

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

#### 7.4 Training Services

Scientific Technologies Corporation shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

#### 7.5 Maintenance and Support Services

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

#### 8. WORK PLAN DELIVERABLE

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

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit 1: Work Plan. Scientific Technologies Corporation shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract

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Exhibit 1: Work Plan. The updated Contract Exhibit 1: Work Plan, as approved by the State, is incorporated herein by reference.

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

In the event of any delay in the Schedule, Scientific Technologies Corporation must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Scientific Technologies Corporation or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Scientific Technologies Corporation 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 Scientific Technologies Corporation's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

#### 9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of Scientific Technologies Corporation's receipt of a Change Order, Scientific Technologies Corporation shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Scientific Technologies Corporation 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 Scientific Technologies Corporation's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from Scientific Technologies Corporation to the State, and the State acceptance of Scientific Technologies Corporation'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

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

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

#### 10.1 State's Data

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

#### 10.2 Vendor's Materials

Subject to the provisions of this Contract, Scientific Technologies Corporation may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Scientific Technologies Corporation shall not distribute any products containing or disclose any State Confidential Information. Scientific Technologies Corporation 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 Scientific Technologies Corporation employees or third party consultants engaged by Scientific Technologies Corporation.

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

#### 10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

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All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

#### 10.4 Custom Software Source Code

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

#### 10.5 Survival

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

#### 11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

#### 11.1 Use of State's Information

In performing its obligations under the Contract, Scientific Technologies Corporation may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). Scientific Technologies Corporation 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 Scientific Technologies Corporation's performance under the Contract.

#### 11.2 State Confidential Information

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

#### 11.3 Vendor Confidential Information

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

#### 11.4 Survival

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

#### 12. LIMITATION OF LIABILITY

#### 12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to

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applicable laws and regulations, the State's liability to Scientific Technologies Corporation shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the Contract Agreement -Part 1-General Provisions.

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

#### 12.2 The Scientific Technologies Corporation

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

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

#### 12.3 State's Immunity

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

### .12.4 Survival

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

#### 13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

#### 13.1 Termination for Default

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

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract
- 13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:
  - a. Unless otherwise provided in the Contract, the State shall provide Scientific Technologies Corporation written notice of default and require it to be remedied

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within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Scientific Technologies Corporation fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Scientific Technologies Corporation notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

- b. Give Scientific Technologies Corporation a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Scientific Technologies Corporation during the period from the date of such notice until such time as the State determines that Scientific Technologies Corporation has cured the Event of Default shall never be paid to Scientific Technologies Corporation.
- c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;
- **d.** Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Scientific Technologies Corporation shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.
- 13.1.2 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.
- 13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is herby reserved to the State. This covenant shall survive termination or Contract Conclusion.

#### 13.2 Termination for Convenience

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Scientific Technologies Corporation. In the event of a termination for convenience, the State shall pay Scientific Technologies Corporation the agreed upon price, if separately stated in

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Date 3 2 1 14



this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

#### 13.3 Termination for Conflict of Interest

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

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

13.3,2 In the event the Contract is terminated as provided above pursuant to a violation by Scientific Technologies Corporation, the State shall be entitled to pursue the same remedies against Scientific Technologies Corporation as it could pursue in the event of a default of the Contract by Scientific Technologies Corporation.

#### 13.4 Termination Procedure

- 13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Scientific Technologies Corporation to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Scientific Technologies Corporation shall:
  - a. Stop work under the Contract on the date, and to the extent specified, in the notice;
  - **b.** Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders

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

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Scientific Technologies Corporation and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- **e.** Provide written Certification to the State that Scientific Technologies Corporation has surrendered to the State all said property; and
- **f.** Assist in Transition Services, as reasonably requested by the State at no additional cost.

#### 14. CHANGE OF OWNERSHIP

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

### 15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1 Scientific Technologies Corporation shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2 Scientific Technologies Corporation shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Scientific Technologies Corporation of any of its obligations under the Contract nor affect any remedies available to the State against Scientific Technologies Corporation that may arise from any event of default of the provisions of the contract. The State shall consider Scientific Technologies

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Corporation to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

#### 16. DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Chrissie Gorman, Project Manager	State Project Manager (PM)	5 Business Days
First	Pam Schwartz, Account Executive	State Project Management Team (PMT)	10 Business Days
Second	Todd Watkins, President	Commissioner	15 Business Days

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

#### 17. SOURCE CODE

Scientific Technologies Corporation agrees to deliver the source code directly to the State at the time the VaxNH Immunization Information System is delivered. The code will be updated by the Vendor quarterly as releases are scheduled. The State will retain this code within their application backup systems and Harvest.

The State agrees to not use this code or portions thereof in other applications, without the express written consent of the Vendor, while the Vendor remains an active business. The State agrees to not make this code available to other outside vendors or other state public health programs without the written consent of the Vendor, again while the Vendor remains an active business. The State agrees to not transfer the agreement to any other agency.

The Vendor agrees to provide the code and all updates directly to the State or through a downloadable FTP server. If the Vendor were to cease business, the agreement would allow the State to assume responsibility for the code in the context of the application.

#### 18. GENERAL PROVISIONS

#### 18.1 Travel Expenses

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

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

#### 18.2 Shipping and Delivery Fee Exemption

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

#### 18.3 Project Workspace and Office Equipment

The State agency will work with Scientific Technologies Corporation to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Scientific Technologies Corporation's staff.

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### 18.4 Access/Cooperation

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

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

#### 18.5 Required Work Procedures

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

### 18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter "Information"), Scientific Technologies Corporation understands and agrees to the following rules:

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

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e. That if Scientific Technologies Corporation is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

#### 18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Scientific Technologies Corporation understands and agrees that use of email shall follow State standard policy (available upon request).

#### 18.8 Internet/Intranet Use

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

### 18.9 Regulatory Government Approvals

Scientific Technologies Corporation shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

#### 18.10 Force Majeure

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

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

#### 18.11 Insurance

- **18.11.1** Scientific Technologies Corporation Insurance Requirement See Contract Agreement Part 1-Form P-37 Section 14.
- 18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

#### 18.12 Exhibits

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

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#### 18.13 Venue and Jurisdiction

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

#### 18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements, Contract Agreement Exhibit D Section 4: Accounting Requirements, and Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality and Contract Agreement Part 1- Section 13: Indemnification which shall all survive the termination of the Contract.

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#### 1. DELIVERABLES, MILESTONES AND ACTIVITIES

Scientific Technologies Corporation shall provide the State with a web-hosted suite of applications called "IWeb" which will meet and perform in accordance with the Specifications and Deliverables that are within the time frames listed in the Final Work Plan.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

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

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

### 2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

#### 2.1 Implementation Schedule – Activities / Deliverables / Milestones

Activity, Deliverable or Milestone	Proposed Date	Deliverable Type
Phase 1	First 12 weeks from project commencement	
Phase 1: Conduct Project Kickoff Meeting	Day 1 / Week 1	Non – Software
Status Meetings and Reports Phase 1: at least 1 every week Phase 2: at least 1 every 2 weeks Phase 3: at least 1 every week during first month, bi- weekly thereafter	Ongoing throughout the project's duration per the requested schedule	Non-Software
Phase 1: Final Work Plan	End of Week 2	Written
Phase 1: Goals and Objectives Document	End of Week 2	Written

2014-008 Exhibit A Contract Deliverables Initial All Pages: Scientific Technologies Corporation Initials Mil Exhibit A

CONTRACT DELIVERABLES



Activity, Deliverable or Milestone	Proposed Date	Deliverable Type
Phase 1: Conduct Research And Requirements Validation	End of Week 4	Non-Software
Phase 1: Requirements Analysis Report	End of Week 5	Written
Phase 1: Conduct Technical and Information Architecture Review	End of Week 4	Non-Software
Phase 1: System Architecture and Design Documentation and Reporting	End of Week 6	Written
Phase 1: Develop Implementation and Integration Plan	End of Week 9	Written
Phase 1: Database Architecture and Data Dictionary	End of Week 3	Written
Phase 1: Interface Design and Test Plan	End of Week 9	Written
Phase 1: Comprehensive Test Plan	End of Week 9	Written
Phase 1: Performance Tuning and Stress Testing Plan	End of Week 9	Written
Phase 1: Phase 1: Third- party validation of system hardening and security	End of Week 12	Written
Security Strategy and Plan	End of Week 9	Written
Physical and Logical Security Design	End of Week 9	Written
Business Continuity Plan	End of Week 12	Written
Security Plan	End of Week 12	Written
Help Desk Escalation Plan	End of Week 4	Written
Phase 1: Finalized Work Plan	End of Week 12	Written
The Vendor shall provide	End of Week 12	Written

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### CONTRACT DELIVERABLES

Activity, Deli or Milesto		Proposed Date	Deliverable Type
•	network redundancy deemed adequate by the State		
Phase 2		First 24 weeks from Project commencement	
Phase 2: Provide Development Er		End of Week 6	Non-Software
Phase 2: Provide	Software	End of Week 6	Software
Phase 2: Install So Configure Softwa		End of Week 6 (hosted cost)	Non-Software
Phase 2: Conduc Analysis and Des	•	End of Week 15	Software
Phase 2 Develop Custom Code	Required	End of Week 24	Written
Phase 2: System Architecture and Documentation Harvest		End of Week 16	Non-Software
Phase 2: Provide Testing Environm Testing COTS Sof Developed Cod	ent for tware and	End of Week 6	Non-Software
Phase 2: Source Library and Doc Placed in Harves	umentation	End of Week 24	Software, Written
Phase 2: Software Unit Testing and Results Reporting		End of Week 18	Written
Phase 2: System and Results Repo	_	End of Week 18	Written
Phase 2: Configuration Management Database		Accomplished via internal configuration and managed via source control	Software
Phase 2: Operat Procedures and		End of Week 24	Written

2014-008 Exhibit A Contract Deliverables

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Scientific Technologies Corporation Initials Exhibit A



Activity, Deliverable or Milestone	Proposed Date	Deliverable Type
Documentation placed in Harvest	Troposed bale	Deliverable Type
Phase 2Third –party validation of system hardening and security and results reporting	End of Week 24	Software
Phase 2 State Acceptance of User Acceptance Testing and Results Reporting	End of Week 24	
Phase 3	First 36 weeks from Project commencement	
Phase 3: User Training and Materials	End of Week 29	Written, Non- Software
Phase 3: Technical Training and Materials	End of Week 29	Written, Non Software
Phase 3: Cost evaluation for user and technical training and materials.	End of Week 29	Written, Non- Software
Phase 3: IIS Deployment to Users – Pilot Phase	End of Week 30	Written, Software
Phase 3 IIS Deployment to Users - General Launch	End of Week 36	Written, Software
Phase 3: Security Implementation and Documentation placed in Harvest	End of Week 36	Written, Software, Non-Software
Phase 3: Complete Warranty Period	Week 37 & 90 days	Non Software
Phase 3: System Acceptance by State	End of Week 36	Non-Software
Final Acceptance by State	End of Warranty Period	Non-Software
Market St. Market St. Co. Co. Co. Co. Co. Co. Co. Co. Co. Co		
Year 2 - Ongoing System Hosting		Non-Software

2014-008 Exhibit A Contract Deliverables Initial All Pages:

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CONTRACT DELIVERABLES



Activity, Deliverable or Milestone	Proposed Date	Deliverable Type
Year 2 - Ongoing Support and Maintenance		Non-Software
Year 3 - Ongoing System Hosting		Non-Software
Year 3 - Ongoing Support and Maintenance		Non-Software
Year 4 - Ongoing System Hosting	1 M	Non-Software
Year 4 - Ongoing Support and Maintenance		Non-Software
Year 5 - Ongoing System Hosting		Non-Software
Year 5 - Ongoing Support and Maintenance		Non-Software
Year 6 - Ongoing System Hosting		Non Software
Year 6 - Ongoing Support and Maintenance		Non-Software

#### 3. TRAINING DELIVERABLES

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

#### 4. SOFTWARE LICENSES

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

2014-008 Exhibit A Contract Deliverables
Initial All Pages:
Scientific Technologies Corporation Initials

Exhibit A



#### 1. DELIVERABLE PAYMENT SCHEDULE

#### 1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$1,359,177 for the period between the Effective Date through January 31, 2019. Scientific Technologies Corporation shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Scientific Technologies Corporation to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment	Deliverable Type
PHASE 1			
Phase 1: Conduct Project Kickoff Meeting	Day 1 / Week 1		Non-Software
Status Meetings and Reports Phase 1: at least 1 every	Ongoing		Non-Software
week Phase 2: at least 1 every 2 weeks Phase 3: at least 1 every	throughout the project's duration per the requested schedule	No Charge	
week during first month, biweekly thereafter			
Phase 1: Final Work Plan	End of Week 2	\$7,700	Written
Phase 1: Goals and Objectives Document	End of Week 2	Included in Work Plan	Written
Phase 1: Conduct Research And Requirements Validation	End of Week 4		Non-Software
Phase 1: Requirements Analysis Report	End of Week 5		Written
Phase 1: Conduct Technical and Information Architecture Review	End of Week 4		Non-Software
Phase 1: System Architecture and Design Documentation and Reporting	End of Week 6		Written

2014-008 Exhibit B – Price and Payment Schedule	_
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PRICE AND PAYMENT SCHEDULE



Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment	Deliverable Type
Phase 1: Develop Implementation and Integration Plan	End of Week 9		Written.
Phase 1: Database Architecture and Data Dictionary	End of Week 3	No Charge	Written
Phase 1: Interface Design and Test Plan	End of Week 9		Written
Phase 1: Comprehensive Test Plan	End of Week 9	Included in Interface Design & Test Plan	Written
Phase 1: Performance Tuning and Stress Testing Plan	End of Week 9		Written
Phase 1: Third-party validation of system hardening and security and results reporting	End of Week 12		Written
Security Strategy and Plan	End of Week 9		Written
Physical and Logical Security Design	End of Week 9		Written
Business Continuity Plan	End of Week 12		Written
Security Plan	End of Week 12	Included in Security Strategy and Plan	Written
Help Desk Escalation Plan	End of Week 4	No Charge	Written
The Vendor shall provide network redundancy deemed adequate by the State	End of Week 12	Included in hosting service fee in Phase 3	Written
Finalized Work Plan	End of Week 12		Written
Phase 1	First 12 weeks from project commencement	Total balance of all Phase 1 elements above = \$69,300	
Hold back		[\$6,930]	·
Payment		\$62,370	
PHASE 2			
Phase 2: Provide Development Environment	End of Week 6	No Charge	Non-Software

2014-008 Exhibit B – Price and Payment Schedule

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Scientific Technologies Corporation Initials 22 Exhibit B Date 3/14/21



### PRICE AND PAYMENT SCHEDULE

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment	Deliverable Type
Phase 2: Provide Software	End of Week 6 No Charge <b>Software</b>		Software
Phase 2: Install System and Configure Software	End of Week 6 (hosted cost)		Non-Software
Phase 2: Conduct System Analysis and Design	End of Week 15	No Charge	Software
Phase 2 Develop Required Custom Code	End of Week 24		Written
Phase 2: System Architecture and Design Documentation placed in Harvest	End of Week 16		Non-Software
Phase 2: Provide System Testing Environment for Testing COTS Software and Developed Code	End of Week 6	No Charge	Non-Software
Phase 2: Source Code Library and Documentation Placed in Harvest	End of Week 24	No Charge	Software, Wriften
Phase 2: Software Unit Testing and Results Reporting	End of Week 18		Written
Phase 2: System Testing and Results Reporting	End of Week 18		Written
Phase 2: Configuration Management Database	Accomplished via internal configuration and managed via source control	N/A - No Charge	Software
Phase 2: Operating Procedures and System Documentation placed in Harvest	End of Week 24		Written
Phase 2 Third-party validation of system hardening and security and results reporting	End of Week 24		Software
Phase 2: State Acceptance of User Acceptance Testing and Results Reporting	End of Week 24		

2014-008 Exhibit B – Price and Payment Schedule
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Scientific Technologies, Corporation Initials W Exhibit E
Scientific Technologies Corporation Initials W Exhibit E Date 3/2/14

PRICE AND PAYMENT SCHEDULE



Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment	Deliverable Type
Phase 2	First 24 weeks from Project commencement	Total of all Phase 2 elements above = \$130,000	
Hold back		[\$13,000]	
Payment		\$117,000·	
Phase 3			
Phase 3: User Training and Materials	End of Week 29		Written, Non- Software
Phase 3: Technical Training and Materials	End of Week 29		Written, Non- Software
Phase 3: Cost evaluation for user and technical training and materials.	End of Week 29	No Charge	Written, Non- Software
Phase 3: IIS Deployment to Users – Pilot Phase	End of Week 30		Written, Software
Phase 3: IIS Deployment to Users – General Launch	End of Week 36		Written, Software
Phase 3: Security Documentation placed in Harvest	End of Week 36		Written, Non- Software
			Non-Software
Phase 3: System Acceptance by State	End of Week 36	UAT Included in Phase 2	Non-Software
Phase 3	First 36 weeks from Project commencement (warranty period and ongoing sustainment totaled separately)	\$121,000	Non-Software
Hold back		[\$12,100]	
Payment		\$108,900	
Final System Acceptance by State	End of Warranty Period		
Total hold back Payment		\$32,030	

2014-008 Exhibit B – Price and Payment Schedule

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Scientific Technologies Corporation Initials 21 Exhibit B
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### PRICE AND PAYMENT SCHEDULE

Activity, Deliverable or Milestone	Proposed Date	Pricing/Payment	Deliverable Type
Year 2 – Ongoing System Hosting		\$25,000	Non-Software
Year 2 - Ongoing Support and Maintenance		\$75,000	Non-Software
Year 3 - Ongoing System Hosting		\$25,000	Non-Software
Year 3 - Ongoing Support and Maintenance		\$190,000	Non-Software
Year 4 - Ongoing System Hosting		\$25,000	Non-Software
Year 4 - Ongoing Support and Maintenance		\$201,400	Non-Software
Year 5 - Ongoing System Hosting		\$25,000	Non-Software
Year 5 - Ongoing Support and Maintenance		\$213,484	Non-Software
Year 6 - Ongoing System Hosting		\$25,000	Non-Software
Year 6 - Ongoing Support and Maintenance		\$226,293	Non-Software
TOTAL SALE ADOUT		¢1.050.177	
TOTAL of the ABOVE		\$1,359,177	
Contract Not to exceed:		\$1,359,177	

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Table 2 - Detailed License Deliverables and Pricing.

Description	License	Quantity	Net Price- License
Description	<u>Type</u>	Quantity	Liceuse
Tech Products			
Tomcat			Included
Oracle			Included
Java			Included
Operating System			Included
SSL Certificate			Included
Browser			Included
Crystal Reports			
Application Products	1		
IWeb	Perpetual		Included

**Grand Sub Total** 

00.00

### **Rate Payment for Change Orders**

Position Title	2014	2015	2016	2017
Project Manager	\$ 195	\$ 205	\$ 215 .	\$ 226
Program Manager	\$ 177	\$ 186	\$ 195	\$ 205
DBA	\$ 213	\$ 224	\$ 235	\$ 247
BA/IIS Architect	\$ 185	\$ 194	\$ 204	\$214
Developer/Lead	\$ 176	\$ 185	\$ 194	\$ 204
Tech Support	\$ 156	\$ 164	\$ 172	\$ 181
QA Analyst	\$ 156	\$ 164	\$ 172	\$ 181
Agency IT Liaison	\$ 220	\$ 231	\$ 243	\$ 255
Epidemiologist	\$ 185	\$ 194	\$ 204	\$214
Health Educator	\$ 155	\$ 163	\$ 171	\$ 180
Interoperability Specialist	\$ 170	\$ 179	\$ 188	\$ 197
Public Health Specialist (MPH)	\$ 160	\$ 168	\$ 180	\$ 185

2014-008 Exhibit B – Price and Payment Schedule

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Date 3/21/14



#### 2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State shall not exceed \$1,359,177 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Scientific Technologies Corporation for all fees and expenses, of whatever nature, incurred by Scientific Technologies Corporation in the performance hereof.

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

#### 3. INVOICING

Scientific Technologies Corporation shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Scientific Technologies Corporation shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Mark Andrew, Finance Administrator Bureau of Infectious Disease Control Division of Public Health Services 29 Hazen Drive Concord, NH 03301

### 4. PAYMENT ADDRESS

All payments shall be sent to the following address: Scientific Technologies Corporation 8444 N 90<sup>th</sup> Street, Suite 100 Scottsdale, AZ 85258

### 5. OVERPAYMENTS TO SCIENTIFIC TECHNOLOGIES CORPORATION

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

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## 6. CREDITS

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

## 7. PROJECT HOLDBACK

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

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## 1. SPECIAL PROVISIONS

## 1.1 Insurance

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

- 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$4,000,000 per occurrence and
- 1.2 Notwithstanding paragraph 18 of the P-37, an amendment limited to the adjustment of amounts between State Fiscal Years, related items, and amendment of related budget exhibits, can be made by written agreement of both parties and does not require additional approval of the Governor and Executive Council.

### 1.3 Extension

This agreement has the option for a potential extension up to seven (7) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

2. **NOTICE-** Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

## 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 following addresses.

TO Scientific Technologies Corporation: 8444 N. 90<sup>th</sup> Street, Suite 100 Scottsdale, AZ 85258

Tel: (480)-745-8500

TO STATE:

State of New Hampshire:

Dept. of Health and Human Services

Division of Public Health Services

Mark Andrew 29 Hazen Drive Concord, NH 03301 Tel: (603) 271-4493

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ADMINISTRATIVE SERVICES



## 1. STATE MEETINGS AND REPORTS

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

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

- a. Introductory Meeting: Participants will include Scientific Technologies Corporation 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 Scientific Technologies Corporation Project Teams and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, the Scientific Technologies Corporation Project Manager and the State Project Manager. These meetings will be conducted at least 1 every week in Phase 1, at least 1 every 2 weeks in Phase 2 and at least 1 every week during first month, and bi-weekly in Phase 3, and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from Scientific Technologies Corporation shall serve as the basis for discussion.

- c. The Work Plan: must be reviewed and updated at each Status Meeting, in accordance with the Contract.
- **d.** Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. Exit Meeting: Participants will include Project leaders from Scientific Technologies Corporation and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

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

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

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Technologies Corporation shall produce Project status reports, which shall contain, at a minimum, the following:

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

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

## 2. STATE-OWNED DOCUMENTS AND DATA

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

## 3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Scientific Technologies Corporation shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention.

Scientific Technologies Corporation and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Scientific Technologies Corporation and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or

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the expiration of the appeal period. Scientific Technologies Corporation shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Scientific Technologies Corporation's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

## 4. ACCOUNTING REQUIREMENTS

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



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

## 1. IMPLEMENTATION STRATEGY

## 1.1 Key Components

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

## 1.2 Timeline

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

## 1.2.1 Implementation

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

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

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## IMPLEMENTATION SERVICES

Implementation shall be piloted in 2-3 large EHR systems to refine the training and Implementation approach, or the State shall choose a one-time statewide Implementation.

## 1.2.2 Change Management and Training

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

## 2. SCIENTIFIC TECHNOLOGIES CORPORATION IMPLEMENTATION METHODOLOGY

The implementation strategy includes a series of steps which include system integration and interoperability with a large number of datasets. The implementation steps include development, test, pilot and statewide rollout. Iterations of development thus new production releases require a comprehensive strategy for migration into production. This will include potentially tasks associated with data conversion, pilot and parallel operations, the phased statewide rollout, training, help desk and bug reporting procedures testing, and validation.

Scientific Technologies Corporation will develop a detailed plan for ongoing system implementation. System implementation begins with the requirements and ends with a production system. This plan will provide a check list of activities and action items that are required in each phase of the process.

Implementation activities include:

- Planning and pre-planning for an upcoming change
- Identification of areas of risk
- Identification of work flow or business process changes
- Identification of database changes
- Identification of the change management and communications required
- Identification of the development process, timelines, testing required
- Expectations for Agency support
- Expectations for documentation and training updates
- Project schedule for moving from test to production
- Actions and activities to ensure technical updates
- Actions and activities to ensure rapid utilization
- Identification of success factors
- Measurement and feedback

## KEY IMPLEMENTATION MILESTONES FOR DATA POPULATION AND SYSTEM USE

- 1. Provider Survey: Phase I
- 2. Vital Records Interface Development Complete: Phase 2
- 3. Medicaid Interface Development Complete: Phase 2
- 4. Vaccine Ordering fully configured and enabled: Phase 2

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- 5. Completion of the top 2-3 large EHR interfaces: Phase 3
- 6. Training and rollout to local public health users: Phase 3
- 7. Training and rollout to VFC site users: Phase 3
- 8. Training and rollout to other stakeholders: Phase 3
- 9. Advanced training to state staff and utilization of decision making tools: Phase 3

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### STATE OF NEW HAMPSHIRE

## Department of Health and Human Services VaxNH Immunization Information System CONTRACT 2014-008- PART 3 EXHIBIT E-1

SECURITY AND INFRASTRUCTURE



### 1. SECURITY

Scientific Technologies Corporation shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. Scientific Technologies Corporation shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

### 1.1 HIPAA

Scientific Technologies Corporation shall certify in writing, on an annual basis, that the entire Immunization Information System complies with current HIPAA standards.

## 1.2 Business Continuity

State of NH Department of Information Technology agrees to maintain a secondary storage location for Oracle backups. In this case, STC would push the compressed backup data to a secure (SFTP) location, designated by the State and at regular intervals determined by the State. This would only require an SFTP server and HIPAA-compliant storage server (recommended - minimum 100GB hard drive) with sufficient hard drive space for storage.



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

### 1. TESTING AND ACCEPTANCE

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

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

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

In addition, Scientific Technologies Corporation shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. Scientific Technologies Corporation shall also correct Deficiencies and support required retesting.

## 1.1 Test Planning and Preparation

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

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

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The State will commence its testing within ten (10) business days of receiving Certification from Scientific Technologies Corporation that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from Scientific Technologies Corporation's development environment. Scientific Technologies Corporation must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

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

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

## 1.2 Unit Testing

In Unit Testing, Scientific Technologies Corporation shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Scientific Technologies Corporation developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
	For application modules, conversions and interfaces the Scientific Technologies Corporation team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
Park Product P	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

## 1.3 System Integration Testing

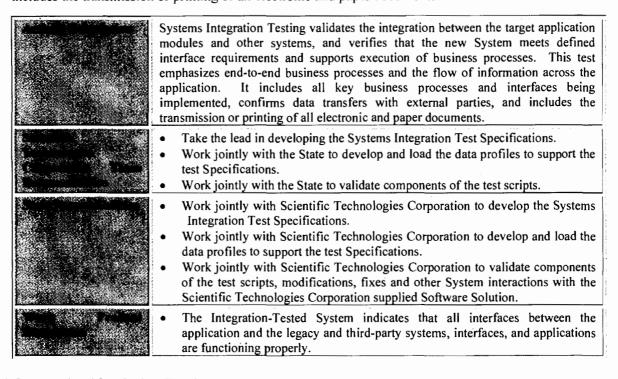
The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and

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supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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



## 1.4 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

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

## 1.5 Installation Testing

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

## 1.6 User Acceptance Testing (UAT)

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

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

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

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

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The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<ul> <li>Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<ul> <li>Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>Validate the Acceptance Test environment.</li> <li>Execute the test scripts and conduct User Acceptance Test activities.</li> <li>Document and summarize Acceptance Test results.</li> <li>Work jointly with Scientific Technologies Corporation in determining the required actions for problem resolution.</li> <li>Provide Acceptance of the validated Systems.</li> </ul>
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.

## 1.7 Performance Tuning and Stress Testing

Scientific Technologies Corporation shall develop and document hardware and Software configuration and tuning of IWeb infrastructure.

## 1.7.1 Scope

The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. 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.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

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Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Scientific Technologies Corporation must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

## 1.7.2 Test types

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

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

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

### **1.7.3** Tuning

Tuning will 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.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings; range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

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## 1.7.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be give to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

## 1.7.5 Scheduling Performance and Stress Testing

Scientific Technologies Corporation shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Scientific Technologies Corporation shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be run in close proximity to our infrastructure so as to eliminate the public network from our environment.

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

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When performing capacity testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e., A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

## 1.8 Regression Testing

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

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

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- 3. Manage the entire cyclic process.
- e.) Scientific Technologies Corporation will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

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

## 1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's Data assets.

Scientific Technologies Corporation will engage a third party vendor for penetration testing at the end of Phase 2. The penetration test will be run on a fully configured environment after the State environment has been installed and configured. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:	
Identification and	Supports obtaining information about those parties	
Authentication	attempting to log onto a system or application for	
	security purposes and the validation of users	
Access Control	Supports the management of permissions for	
	logging onto a computer or network	
Encryption	Supports the encoding of data for security purposes	
Intrusion Detection	Supports the detection of illegal entrance into a	
	computer system	
Verification	Supports the confirmation of authority to enter a	
	computer system, application or network	
Digital Signature	Guarantees the unaltered state of a file	

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TESTING SERVICES



Service Component	Defines the set of capabilities that:	
User Management	Supports the administration of computer, application and network accounts within an organization.	
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network	
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system	
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	

Scientific Technologies Corporation must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures will include 3<sup>rd</sup> party Penetration Tests (pen test) or code analysis and review.

Scientific Technologies Corporation will be required to provide 3<sup>rd</sup> party testing. Prior to the System being moved into production Scientific Technologies Corporation shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

## 1.10 Successful UAT Completion

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

## 1.11 System Acceptance

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

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## MAINTENANCE AND SUPPORT SERVICES

### 1. SYSTEM MAINTENANCE

Scientific Technologies Corporation shall maintain and support the System in all material respects as described in the applicable program Documentation for five years of maintenance after delivery and the Warranty Period of 90 days.

## 1.1 Scientific Technologies Corporation's Responsibility

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

### 1.1.1 Maintenance Releases

Scientific Technologies Corporation shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

### 2. SYSTEM SUPPORT

## 2.1 Scientific Technologies Corporation's Responsibility

Scientific Technologies Corporation will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

- a. Class A Deficiencies The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State twenty four (24) hours per day and seven (7) days a week with an email/telephone response within two (2) hours of request, or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) hours. Support will be escalated as outlined in the Proposal submitted by the Scientific Technologies Corporation.
- 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 three (3) hours of notification of planned corrective action; Support will be escalated as outlined in the Proposal submitted by the Scientific Technologies Corporation

Scientific Technologies Corporation will provide on-going application maintenance for the immunization registry system and all components to ensure effective and efficient operations. This team will address issues and problem reports by providing a number of process that allow users to identify and report existing "bugs", workflow issues, suggestions for improvement and connect directly to the vendor's Answer Desk Team to address questions and support issues. Both 1-800 phone numbers directly to our support team and the use of Automation tools to provide on-line

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information to include screen captures and/or examples at the time of use. STC uses Confluence to support this automated process.

In addition, the vendor's operational and development team provides quarterly updates to the application on a specific release schedule. The team will provide minor release updates bi-monthly to address any critical issue.

Scientific Technologies Corporation will support the host environments as applicable. In partnership with either State IT, Hosting or Cloud Vendors STC technical and hardware specialist will provide the necessary expertise to ensure the application remains operational in not only production but also test and training environments.

### 3. SUPPORT OBLIGATIONS AND TERM

- 3.1 Scientific Technologies Corporation shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract Documents
- **3.2** Scientific Technologies Corporation shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, Scientific Technologies Corporation shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number, i.e., work order number, 8) Issue identified by; and
- 3.4 Scientific Technologies Corporation must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Scientific Technologies Corporation fails to correct a Deficiency within the allotted period of time stated above, Scientific Technologies Corporation 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 Section 13.1.1., as well as to return Scientific Technologies Corporation's product and receive a refund for all amounts paid to Scientific Technologies Corporation, including but not limited to, applicable license fees, within ninety (90) days of notification to Scientific Technologies Corporation of the State's refund request



## REQUIREMENTS - THE VENDOR RESPONSE

Contractor Responses to Exhibit D in the RFP

Table C-2 General System Requirements - Vendor Response Checklist

(Requirement is: mandatory -M, optional -O. Solution is available without modification -Y, with modification -M, or not at all -N.)

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
2777 (1.44) 3 (2.4)	REQUIREMENTS			
	<b>IMATIC GOAL 1:</b> Support the delivery of clion, regardless of setting.	inical in		on services at the point of immunization
B-1	Have ability to perform a patient record query based on one or multiple user-defined parameters	M	Y	IWeb allows the user to query by a wide variety of parameters include patient name and name variations, date of birth, and different patient identifiers.
B-2	Support a rule-based patient record query algorithm.	M	Y	IWeb uses a rule-based de- duplication algorithm that contains extensive business logic for patient matching.
B-3	Support a maximum query response time of 4 seconds.	М	Y	Typically, a patient query will return in less than one second.
B-4	Have ability to produce a patient record match using user-defined criteria.	M	Y	The user can utilize either the basic search screen or the advanced search screen to enter the patient search criteria.
B-5	Have ability to display and print patient record.	M	Y	IWeb contains a patient record report which allows the user to print the patient information either summarized by vaccine family or in a detail view. Additionally, the patient forecast can be included.
B-6	Have ability to securely export and email a patient record.	M	M	IWeb has the ability to export a patient record but does not currently have secure email functionality built-in. This requirement could be met with Direct transport. STC will work with the State of New Hampshire IIS program to develop the requirements; however, STC's recommendations for secure immunization data transport are consistent with the CDC's recommendations in the EHR-IIS Interoperability

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## REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
				Enhancement Project, Transport Layer Protocol Recommendation where Direct transport was evaluated and not selected as the recommended solution due to lack of synchronous capability.
B-7	Support a patient record query algorithm to return "best matches."	M	Y	The patient search logic for both the user interface/direct data entry and HL7 queries uses the IWeb deduplication engine to determine the list of possible patient matches.
B-8	Have the ability to specify required parameters for patient queries.	M	Y	Depending on the type of query that is being run, IWeb automatically requires different fields in order to complete the query.
B-9	Allow user to re-query for a patient record by modifying existing most current query parameters.	M	Y	The user can modify the search criteria and re-run the query with the new criteria to fine-tune or widen their result set.
B-10	Have ability to query with a search string and/or filter.	М	Y	IWeb uses a pre-defined search parameter page for searching patients that allows the user to search/filter by multiple fields.
B-11	Have ability to set an adjustable limit to the number of possible patient query matches based on the immunization program policy.	M	Y	Currently, the maximum number of results that displays in the user interface is 250. This is configurable at the registry level. Additionally, for HL7 queries, the maximum number of patient results returned is configurable at the provider level.
B-12	Have ability to display a patient record.	M	Y	In IWeb, when the user selects the patient, their patient demographic record displays on the screen.
B-13	Have ability to display the list of returned possible patient query matches as allowed by local policy.	М	Y	When the search criteria are applied, the list of possible patient matches returns in the search results.
B-14	Allow user to select a patient record from the list of possible patient query matches.		Y	When the patient query results are returned, the user has the ability to select any returned patient for viewing and/or editing.
B-15	Allow user to create a new patient record.	М	Y	Users have the ability to create new

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINE	SS REQUIREMENTS			
B-16	Have ability to prevent a record from being saved unless specified data elements are completed.	M	Y	patient records.  IWeb allows the administrator to configure required fields for both the patient demographics and the vaccination details. The user will be prompted with a message if the required fields are not entered.
B-17	Allow user to identify duplicate patient records.	M	Y	The user may report duplicate patients from the search results page. They have the ability to specify which patients are possible duplicates along with their recommendation on which record should be kept and their comments. These records are automatically forwarded to the registry staff for review.
B-18	Have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M	Y	When the user adds and saves a new patient, the IWeb business logic automatically checks the database to ensure that the patient does not already exist. If it finds a match, then the user is prompted with a message to confirm that they wish to add the patient.
B-19	Have ability to generate a unique patient ID.	М	Y	All patients have a unique patient id when they are added to the IIS.
B-20	Allow the user to view a patient immunization record.	M	Y	After selecting a patient, the user has the ability to view the patient immunization record and the complete vaccine forecasting based on the documented vaccination history.
B-21	Have ability to print official immunization certificate or record.	M	Y	IWeb has a boilerplate official immunization record and also maintains state-specific official immunization records and official school entry vaccination records with the state formats/seals. This record exists under the state reports link.
B-22	Allow user to add/modify/delete vaccine	M	Y	Users are able to add and edit any

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## REQUIREMENTS – THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS	ı	-	
	and/or demographic information.			patient record. Only administrators can delete patients. Additionally, users may add any vaccination and edit/delete vaccinations that have been entered by their organization. With appropriate user permissions, users can edit/delete any patient demographic and vaccination information.
B-23	Have ability to flag patient record for death and include a date of death.	M	Y	Users can mark the patient as Deceased and enter a date of death on the patient record.
B-24	Have the ability to inactivate/lock patient record.	M	Y	Users have the ability to mark patients as inactive for the practice. Multiple patient statuses are supported but Moved or Gone Elsewhere (MOGE) is most typically used.
B-25	Have ability to reactivate patient record.	М	Y	Users have the ability to re-activate patients either by manually reactivating the patient or by administering a new vaccination in the patient record.
B-26	Have ability to edit status of patient record.	М	Y	Users have the ability to edit the status of a patient record.
B-27	Have ability to display a patient record with vaccine forecast.		Y	After the patient is selected and in context, users can view the complete patient vaccination record with the forecast, display the forecast alone and/or display the patient vaccinations by vaccine family by their selection in the left menu.
B-28	Allow the user to print a patient record with vaccine forecast and redact demographic data per program policy.	M	Y	When the user prints the Patient Record, they have the option to include or exclude confidential information. Confidential information is defined as patient address and phone number.
B-29	Allow authorized users to view patient vaccination history and forecast, including contraindications and history of disease		Y	Users can view vaccination history, forecast, contraindications and history of disease for all patients that

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS	(s.		# 12 12 12 12 12 12 12 12 12 12 12 12 12
	(including consumer/patient access).			they have access to. Consumer access is provided using STC's MyIR.net module.
B-30	Have ability to send and receive patient query results in a designated format.		Y	The primary methods that IWeb uses for sending and receiving query messages is HL7. Both HL7 2.5.1 (QBP) and 2.3.1 (VXQ) messages are supported.
B-31	Have ability to export patient history and forecasts in multiple formats (e.g. PDF, spreadsheet).		Y	Patient history and forecasts are available from multiple reports and can be displayed in several different formats.
B-32	Have ability to electronically document patient consent.	M	Y	IWeb has fields to track patient consent to participate in the registry. There are several registry-level configurations which define when unconsented patient data is visible to IWeb access levels. This includes the ability to totally block unconsented patients. IWeb can also track electronic signatures for patient consent. This is currently used by Louisiana in their public health clinics.
B-33	Have ability to indicate vaccine refusal by patient.	М	Y	IWeb allows patient refusal to be tracked at either the patient or the vaccine level. Refusal reasons are configurable but can include personal exemption, religious exemption, etc.
B-34	Have ability to select patient vaccine refusal reason code.	M	Y	When the user records the refusal, they are prompted to select the reason.
B-35	Have ability to display patient exemptions, contraindications and reactions.	M	Y	IWeb allows the user to track all patient contraindications and exemptions as well as adverse reasons to a specific vaccine and history of a vaccine-preventable disease.
B-36	Have ability to document all CDC-approved core data elements related to vaccine administration.		Y	IWeb fulfills both "Required" and "Optional" CDC-NVAC code data elements for vaccine administration

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINE	SS REQUIREMENTS			
				as identified below:  • V accine type • V
				accination date
				accine manufacturer
				accine lot number
				accine expiration date
				accine dose number
				accine injection site
				accine provider
	•			FC Eligibility
				istorical Vaccination flag
				istory of Varicella disease indicator
B-37	Have ability to document adverse reactions.	M	Y	If the patient has an adverse reaction to a vaccine, the user can record the specific reaction by editing the vaccination and adding a record of the adverse reaction.
B-38	Have ability to interoperate with VAERS.	M .	Y	IWeb's VAERS Interface pre- populates the VAERS form for the provider and allows the provider to populate additional fields and details. The provider can then save the form and send it to the Vaccine Adverse

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
				Event Reporting System (VAERS). STC has previously investigated an automatic interface with VAERS and, at the time, was not able to establish an automated interface due to the VAERS system readiness. STC will work with the State of New Hampshire IIS Program and the CDC to identify the specification for a VAERS interface and develop the requirements to implement an automated interface.
B-39	Support an interface with SNS or other State inventory management system/function.	M	Y	IWeb utilizes a flat file interface to allow inventory detail to be imported from or exported to an SNS or other inventory management system.
B-40	Have ability to reflect inventory decrementing as vaccines are administered and reported (real-time).	M	Y	IWeb accurately decrements inventory as it is used. The decrementing logic applies to both direct data entry and HL7. Additionally, if a vaccination is edited to change the lot number and/or deleted, the business logic accurately tracks the change and reflects that in the inventory count.
B-41	Have ability to validate that all required data fields are complete.	M	Y	IWeb validates required fields both for direct data entry and when data is sent via HL7 or flat file interfaces.
B-42	Have ability to receive updated patient record in a designated format from the provider's EHR.		Y	The primary format that IWeb uses for receiving patient records is HL7. IWeb supports multiple message formats for patient demographic info, such as ADT and DFT, however VXU is the recommended format for immunization messages.
B-43	Have ability to decrement vaccine inventory, regardless of patient's IIS active status, including but not limited to the vaccine type, dose level, by funding source, and by lot number.		Y	For automatic decrementing of inventory (via data feeds), the following fields are taken into account: vaccine type, lot number, location of the vaccine and funding source. In addition, for vaccines

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## REQUIREMENTS - THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS			
				where some patients may receive a dosage level other than a typical dose (for instance, influenza and Hep B), IWeb will decrement and track a half dose. Lot decrementing does not take the patient status into account. For direct data entry, the user selects the vaccine from a list (or the vaccine is pre-set) which uniquely identifies it and then inventory is automatically decremented.
B-44	Have ability to display and print an updated immunization record and forecast.	M	Y	The user can view the immunization record and forecast on the Vaccination View/Add screen and they can also print the same information on the Patient Record. There are multiple display versions in which the user can choose to print the patient record.
B-45	Have ability to export an updated immunization record and forecast.	M	Y	Providers' EHRs can send HL7 real time queries to IWeb to search for a patient and return a full immunization record as well as the forecast for that patient.
B-46	Support a rules based vaccine clinical decision support algorithm.	M	Y	IWeb's decision support algorithm, Open ImmuCast, is a rule-based engine that is tightly integrated with IWeb and also operates as a service.
B-47	Have ability to apply effective dates to vaccine rules.	М	Y	Open ImmuCast maintains effective dates for each set of rules associated with a vaccination schedule.
B-48	Have ability to sort rules by category.	M	Y	Decision support rules are organized by vaccine family.
B-49	Have ability to maintain historical records of effective dates of previous forecast schedules.	M	Y	IWeb's decision support algorithm, Open ImmuCast, maintains previous effective dates for forecasting schedules.  CDC's position is that persons complete under a previous schedule retain their completion status even if new schedule changes would

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## REQUIREMENTS - THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS			
				invalidate a previous vaccinations (with the exception of PCV-13 where the recommendation is that they receive an additional dose if previously complete for PCV7). They have also in the past said that doses invalid under the intervals of older guidelines but valid under the newer can now be considered valid because the intervals have been reevaluated.
		•		lWeb follows that logic, for example the 2009 polio change. The lWeb default is that if they were complete under the older guideline and all doses were received prior to the August 2009 change then they are complete, otherwise they fall into the new guidelines. There was a similar change to HPV in March 2008 which increased the interval between dose 2 and 3 from 16 to 24 weeks.
B-50	Have ability to review/apply an immunization schedule that was appropriate at the time of administration.	М	Y	Open ImmuCast evaluations the patient's history and date of birth to determine the immunization schedule that is most appropriate for that patient. If the patient is behind on their immunizations, they will automatically be switched to the accelerated schedule.
B-51	Allow IIS System staff to easily update the rules-based vaccine clinical support logic.	М	Y	lWeb provides an simple to use administration screen that allows the administrator to update any clinical decision support rule and modify the intervals, past due dates, minimum due dates, etc.
B-52	Have the ability to incorporate new vaccine codes into the IIS and the forecasting algorithm	M	Y	Open ImmuCast applies table-driven logic so new vaccine costs can easily be added to the algorithm. STC provides a monthly update for forecasting which includes any new

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## REQUIREMENTS - THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS			
				schedules, updates, changes as published in the MMWR. Additionally, if any clarifications are received from the CDC's Help Desk, these are included as well.
B-53	Have ability to immediately update a vaccine forecast for a patient record when immunizations are added/modified/deleted.	M	Y	I Web automatically updates the forecast when any factor affecting the forecast is changed. These factors include patient date of birth, gender, vaccination record, contraindications and history of disease.
B-54	Allow user to create and save forecasting test cases for reuse.	M	Y	STC recommends a test environment to support all software testing. Forecasting test cases can be defined in this environment and reused. In addition, STC maintains automated testing that includes an extensive list of forecasting test cases.
B-55	Have ability to support a test environment that exactly mirrors the production environment.	M	Y	STC's hosted solution will include four environments: production, training, testing and development. All four environments will utilize the same architectural environments include the same versions of the operating system and the database. STC recommends that the training environment be an exact copy of production, with the same version of IWeb. STC recommends that the test environment be used to evaluate the next version of the software; therefore, the test environment will be one version ahead of production (for IWeb).
B-56	Allow users IIS staff access to test environment.	М	Y	Appropriate administrators on the IIS staff will have the ability to create, activate and inactivate users on the test environment.
B-57	Allow user to compare the expected results of the forecasting test case to the results observed by the tester.	М	Y	STC maintains an automated testing tool that performs this function prior to the release of the updated



## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	SS REQUIREMENTS		A. W	
				forecasting version. STC will make this tool available to NH State Staff for assessment of the forecasting test results.
B-58	Have ability to deploy updated/new clinical decision support logic to production environment in a timely way.	1	Y	Clinical decision support logic operates on a separate release cycle from IWeb and can easily be deployed to production once testing is complete.
B-59	Have ability to notify end users of updated/new clinical decision support logic according to federal, State, and local laws, regulations and policies.		Y	IWeb allows administrators to define messages to users that appear on the login screen as alerts. In addition, administrators can distribute important registry forms and documents to users using the Document Center and provide timely IIS program information on the VaxNH (IWeb) home page.
B-60	Allow user to select reminder/recall parameters.	M	Y	Reminder/Recall allows the user to specify one or many parameters to output results. Some of the key parameters are: date of birth range, vaccination due date (coming due through overdue), provider site, and vaccine type. Users can also further define the patient cohort subsets with additional parameters such as geographic indicators (zip code, county, district/region), physician or vaccinator, high risk categories and others. Reminder/recall also has functionality for handling special situations such as lot recalls and deferrals.
B-61	Have ability to associate a patient with a clinic/site.	M	Y	IWeb automatically associates a patient to a site when they receive a service (vaccination) or demographic or vaccination update from that site. Providers also have the ability to further refine which patients are associated with their practice.

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## REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS	1.		
B-62	Allow user to select one or more notification methods.	M	Y	After Reminder/Recall has returned the list of patients that meet the specified parameters, the user can select the appropriate notification method which includes: a patient list, postcards, letters, mailing labels, export to mail merge, email, and generating an autodialer file. Each option is populated with the patient specific information. Users have the ability to create the text in notices that are generated. The selected outputs are sequentially printed.
B-63	Have ability to produce a list of patients according to user-defined parameters.	М	Y	The user has the ability to select from an extensive list of parameters (one or many) to refine the patient list that is returned.
B-64	Have ability to prompt for clinical user review of patient lists before sending notifications.	M	Y	lWeb's Reminder/Recall logic has built-in functionality to preview and select the patients to be included on the notifications.
B-65	Have ability to print a list of queried patients.	M	Y	One of the output options for Reminder/Recall is a patient list.
B-66	Have ability to log each time a user generates a list of patients.	М	M	STC will work with the State of New Hampshire IIS Program to develop requirements for this functionality.
B-67	Have the ability to display the date the Reminder Recall notice was sent to a patient.	M	Y	When a Reminder/Recall notice is sent, the type of notice and date are logged with the patient. The user can view this information on the Reminder/Recall Success Report. This report can be used to evaluate the effectiveness of a Reminder/Recall effort and show how many patients returned for a service after receiving the notice.
B-68	Allow the end user to set and/or modify the reminder/recall count limit for a patient.	M	Y	When the user generates the Reminder/Recall, they can specify the number of times to include/exclude patients in the cohort. The user can also run the

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## REQUIREMENTS – THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS			
				Recall for Inactivation Report to use the failed reminder/recall attempts to identify patients that are no longer active in their practice.
B-69	Allow user or System administrator to set upper limit for the number of times a reminder/recall will be generated and sent without a patient response.	M	Y	The user has the ability to specify the maximum number of recall attempts that will be made.
B-70	Allow the user to establish a time interval between reminder recall notices (e.g., 90 days or 60 days).	M	Y	The user has the ability to automatically schedule Reminder/Recall notices using the Scheduler (UFM) on any user-defined schedule.
В-71	Prevent sending notifications to patients who have met the "count" limit of reminder/recall.	M	Y	IWeb tracks the number of reminders that have been sent to the patient and if the patient is over the designated (configurable) threshold, the patient is excluded from reminders. Users also have the ability to generate "test" reminder/recall runs that do not increment the count.
B-72	Prevent all records given an inactive status from being included in the list of patients for reminder/recall.	M	Y	By default, Reminder/Recall excludes inactive patients. If there is a need to include inactive patients, the user can change the default at the time of running the Reminder/Recall.
B-73	Have ability to generate electronic notifications.	М	Y	One of the output types for Reminder/Recall is email notifications.
B-74	Have ability to send electronic notifications.	M	Y	Users can send emails directly from the Reminder/Recall output page.
B-75	Allow user to generate customizable, query-driven mail labels, letters, or postcards based on user choice.	М	Y	Reminder/Recall supports mailing labels, letters and postcards. Both letters and postcards allow the user to customize and save text for reuse. For postcards, the user can print postcards using Avery 8387 Postcard stock or define a custom postcard size (typically used to print on the pre-printed postcards provided by vaccine manufacturers).

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	S REQUIREMENTS		-1	
B-76	Have ability to track notification attempts and log back to a patient's record.	М	Y	Each notification attempt is logged to the patient's record. When the patient returns for service, the recall attempts are reset but the history of the attempts is maintained and can be viewed on the Reminder/Recall Success report.
B-77	Allow user to select notification opt-out on a patient record.	M	Y	On the Patient Demographics page, the user can opt a patient out of notifications by checking the Block Recall box.
B-78	Have ability to update/save patient status.	M	Y	On the Patient Demographics page, users can change the patient status. When the patient is changed from Active to MOGE (Moved or Gone Elsewhere) or another status, then they are excluded from Reminder/Recall.
B-79	Have ability to recognize and include some inactive records for future notifications (e.g., not deceased, opted-out of registry, but needs to be notified in pandemic scenario).	М	Y	Reminder/Recall always excludes opt-out patients from the notification list. When the Reminder/Recall is run, the user can specify whether or not to include inactive patients. When inactive patients are included, deceased patients are automatically excluded. During a pandemic event, Reminder/Recall also includes functionality to run the recall at multiple different levels, such as a state-wide recall.
B-80	Have the ability to generate accurate error message in appropriate format in case of a record query failure.	М	Y	IWeb utilizes the PHC-Hub module to handle HL7 interfaces. If a query message (QBP or VXQ) does not return a patient, that information will be included in the query response. If there is an unexpected error, the user will receive an acknowledgement message with the error.
B-81	Have ability to automatically accept data and update a patient record.	М	Y	PHC-Hub accepts VXU messages for patient updates, automatically deduplicates the patient against the

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
				existing registry data when the patient is received, and then updates the patient and vaccination records for the patient.
B-82	Have ability to create and send error messages in designated formats.	M	Y	PHC-Hub fully supports ACK (acknowledgements) for both HL7 2.3.1 and 2.5.1. If the incoming HL7 message generates an error, then the acknowledgement will be an error type and will include a description of the error.
B-83	Have ability to log error or acknowledgement messages.	M	Y	Based on administrator settings, PHC-Hub has the ability to log incoming and outgoing messages including error and acknowledgement messages. These logs are easily accessible in the PHC-Hub user interface and can be used to check provider import status and/or to investigate issues.
B-84	Have ability to filter or sort error or acknowledgement messages.	M	Y	PHC-Hub includes message filtering capabilities that allow the user to search by medical record number, import date range, provider, user, batch and/or system message id. Results are organized in an easy to navigate table.
B-85	Have ability to view response files.	М	Y	In PHC-Hub, users can search for messages and view responses to those messages.
B-86	Have ability to log user views of received response files.	M	М	This will be new functionality for PHC-Hub. STC will work with the State of New Hampshire IIS program to develop the requirements for this feature.
B-87	Allow IIS Staff to view current and past error message(s) for a user.	M	Y	Users can use the import date range on the PHC-Hub message search to return messages and response for any date range, past or current.
B-88	Allow user to manually modify a data error in the IIS and resubmit the record.	М	Y	Users can use the Realtime Interface in IWeb or PHC-Hub to re-submit

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS		*	
				HL7 messages. PHC-Hub testing tools include the Request Debug and the Quick View. The user can cut and paste an HL7 message into each tool to identify errors. The Request Debug shows the user a detailed breakout of the parsing and any validation issues with each field. The Quick View shows the user where each message segment and subsegment has been placed.
B-89	Support an online data request form.	M	M	STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.
B-90	Provide online instructions to "read only" user on how to create and submit a data request.	1	M	STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.
B-91	Have ability to store report templates using past user-defined parameters or IIS-defined parameters.		Y	Both Reminder/Recall and the User- Defined Pocket of Need allow the user to save parameters and re-use them later.
B-92	Allow user to select from a list of predefined reports.	M	Y	IWeb contains an extensive list of pre-defined reports in the Report Module. These reports cover the areas of VFC, inventory,

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## REQUIREMENTS - THE VENDOR RESPONSE

B-93 Allow user to choose parameters for reports.  B-94 Have ability to generate record/file in format specified by user-defined parameters.  B-95 Have ability to receive an electronic data request.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-97 Have ability to query and view the System's existing users/authorization Agreements.  B-98 Have ability to query and view the System's existing users/authorization Agreements.  B-99 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-91 Have ability to query and view the System's existing users/authorization Agreements.  B-92 Have ability to query and view the System's existing users/authorization then using the Scheduler.  B-93 Have ability to query and view the System's existing users/authorization then using the Scheduler.  B-94 Have ability to query and view the System's existing users/authorization then the property and then it is automatically experience and then it is auto	REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
B-93 Allow user to choose parameters for reports.  B-94 Have ability to generate record/file in format specified by user-defined parameters.  B-95 Have ability to receive an electronic data request.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-97 Have ability to query and view the System's existing users/authorization Agreements.  B-98 Have ability to query and view the System's existing users/authorization Agreements.  B-99 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-90 Have ability to query and view the System's existing users/authorization Agreements.  B-91 Have ability to query and view the System's existing users/authorization Agreements.  B-92 Have ability to query and view the System's existing users/authorization Agreements.  B-93 Have ability to query and view the System's existing users/authorization Agreements as accepted the report and then it is automatically emailed to them using the Scheduler.  B-94 Have ability to query and view the System's existing users/authorization Agreements and then it is automatically emailed to them using the Scheduler.  B-95 Have ability to query and view the System's existing users/authorization Agreements as accepted the server that users must agree to when they initial log in to the application. Once the user has accepted the agreement, they do not see it on subsequent logins.  Additionally, TC is currently developing requirements for built-in user agreement forms and functionality may be available by the start of the NH IIS pro	BUSINESS	REQUIREMENTS			
B-94 Have ability to generate record/file in format specified by user-defined parameters.  B-95 Have ability to receive an electronic data request.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-97 Most reports are available as scheduled reports. The user defines the frequency and time that they would like to receive the report and then it is automatically emailed to them using the Scheduler.  B-96 Mave ability to query and view the System's existing users/authorization Agreements.  M M Within I Web, an IIS user can query all users based on various parameters using the User Report. I Web also contains a fully configurable Confidentiality Agreement that users must agree to when they initial log in to the application. If state requirements change, the state can automatically trigger this message to re-appear for users and require them to accept it before entering the application. Once the user has accepted the agreement, they do not see it on subsequent logins. Additionally, STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.					
B-95 Have ability to receive an electronic data request.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  B-96 Have ability to query and view the System's existing users/authorization Agreements.  M M Within IWeb, an IIS user can query all users based on various parameters using the User Report. IWeb also contains a fully configurable Confidentiality Agreement that users must agree to when they initial log in to the application. If state requirements change, the state can automatically trigger this message to re-appear for users and require them to accept it before entering the application. Once the user has accepted the agreement, they do not see it on subsequent logins. Additionally, STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.				Y	parameters that are appropriate for
request.  B-96  Have ability to query and view the System's existing users/authorization Agreements.  M  M  Within IWeb, an IIS user can query all users based on various parameters using the User Report. IWeb also contains a fully configurable Confidentiality Agreement that users must agree to when they initial log in to the application. If state requirements change, the state can automatically trigger this message to re-appear for users and require them to accept it before entering the application. Once the user has accepted the agreement, they do not see it on subsequent logins.  Additionally, STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.			M	Y	reports. Most reports also have the option to export the report data as an
System's existing users/authorization Agreements.  all users based on various parameters using the User Report. IWeb also contains a fully configurable Confidentiality Agreement that users must agree to when they initial log in to the application. If state requirements change, the state can automatically trigger this message to re-appear for users and require them to accept it before entering the application. Once the user has accepted the agreement, they do not see it on subsequent logins.  Additionally, STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New Hampshire to develop requirements.		request.	M	Y	scheduled reports. The user defines the frequency and time that they would like to receive the report and then it is automatically emailed to them using the Scheduler.
7.0=	B-96	System's existing users/authorization	M	M	all users based on various parameters using the User Report. IWeb also contains a fully configurable Confidentiality Agreement that users must agree to when they initial log in to the application. If state requirements change, the state can automatically trigger this message to re-appear for users and require them to accept it before entering the application. Once the user has accepted the agreement, they do not see it on subsequent logins.  Additionally, STC is currently developing requirements for built-in user agreement forms and functionality through its User Consortium. As a result, this functionality may be available by the start of the NH IIS project. If the developed functionality does not fully meet NH's needs, STC will work with the State of New
	B-97	Allow IIS program staff to send	M	Y	IWeb has functionality to create

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BUSINESS	REQUIREMENTS			
	unauthorized users referral communications for Facility/Organization Registration.			organization and facilities when an unregistered user completes a Provider Agreement online.
B-98	Have ability to generate an ad hoc report based upon selected parameters.	M	Y	IWeb does not have built-in ad-hoc reporting capability but recommends using a third party tool such as Crystal Reports for ad-hoc reporting.
B-99	Have ability to display and/or aggregate data based on user role.	М	Y	IWeb's user access roles control the data that level of aggregate and detailed data users may access.
B-100	Have ability to perform a statistical analysis on existing data.	M	Y	IWeb allows the user to export patient and vaccination data for statistical analysis in a third party tool, such as SAS.
B-101	Support secure file transfer transport methods including but not limited to federally mandated Encryption.	М	Y	For HL7, PHC-Hub supports transport via HTTPS which includes SSL encryption. For flat file transfer, IWeb contains business logic to drop files into a pre-defined directory. File transfer can be automated by scripting FTP (file transfer protocol) to pick up the file. The FTP method used can include SFTP and/or FTPS.
B-102	Support web service transport methods including but not limited to federally mandated Encryption.	M	Y	PHC-Hub supports the CDC SOAP WSDL for transporting HL7 messages. This transport occurs over a secure (SSL) connection.
B-103	Support Direct transport methods including but not limited to federally mandated Encryption.	M	M	IWeb does not have built-in support for Direct transport. STC will work with the State of New Hampshire IIS program to develop the requirements; however, STC's recommendations for secure immunization data transport are consistent with the CDC's recommendations in the EHR-IIS Interoperability Enhancement Project, Transport Layer Protocol Recommendation where Direct transport was evaluated and not selected as the recommended solution due to lack of synchronous

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
B-104	Provide functionality for batch HL7 messaging.	M	Y	capability.  PHC-Hub supports both batch and real-time HL7 messaging.
B-105	Provide functionality for real-time HL7 messaging	М	Y	PHC-Hub supports both batch and real-time HL7 messaging.
B-106	Have the ability to import from Electronic Health Record systems.	М	Y	PHC-Hub utilizes HL7 versions 2.5.1 or 2.3.1 to accept VXU messages from EHR systems.
B-107	Have ability to display data on users screen.	M	Y	The user can view submitted HL7 messages, HL7 responses, logs and other information directly from the application.
B-108	Have ability to send or export multiple file formats.	М	Y	IWeb's DTT module allows the user to configure a flat file format for export. The fields can be configured to export in any order and the DTT also handles field formatting, such as date formatting, and field mapping such as converting coded fields (e.g. gender, race, etc.).
B-109	Have ability to deliver/export graphical data displays.	M	Y	IWeb contains an Executive Dashboard that utilizes widgets to display graphs and charts for applicable data. Widgets for the display of HL7 messages/errors can be added to this dashboard.
B-110	Have ability to receive and log messages in multiple formats.	M	Y	IWeb's DTT module allows the user to configure a flat file format for import. The fields can be configured to import in any order and the DTT also handles field formatting, such as date formatting, and field mapping such as converting coded fields (e.g. gender, race, etc.).
B-111	Have ability to generate and save multiple file formats.	M	Y	IWeb's DTT module allows the user to configure flat file formats. The fields can be configured to import in any order and the DTT also handles field formatting, such as date formatting, and field mapping such as converting coded fields (e.g.

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
				gender, race, etc.). These configurations can be saved for reuse.
B-112	Have ability to log user receipt of files.	M	Y	IWeb logs the receipt of both flat files and HL7 files. Logs can be viewed using a user interface that is built-in to the application.
	MMATIC GOAL 2: Support the activities and r s For Children (VFC) and State purchase progra		ents for p	1
B-113	Have vaccine inventory capabilities that manage a universal state like New Hampshire		Y	IWeb's Vaccine Ordering Management (VOMS) module fully supports inventory management for federally supplied vaccine. STC currently supports both universal and non-universal states using IWeb.
B-114	Have VFC online enrollment capabilities that include emergency back-up plan Documentation.	M	Y	IWeb's Provider Agreement module has two components: registration for new providers and re-enrollment for existing providers. The online agreement for new providers is available without logging in to the application. Re-enrollment registration queues for the provider in their accounts when the reenrollment is due. Once the provider fills out the enrollment form, the enrollments queue to the state administrators for approval. Notification is automatically generated as a reminder for the provider to re-enroll. Electronic enrollment forms closely mirror paper forms that are typically used. Each enrollment form generates a state specific PDF form which is maintained in the system. Paper forms are maintained as a back-up system.
B-115	Have vaccine inventory capabilities that manage (adult) private and State inventories.	М	Y	IWeb supports both the depot and the distributor (McKesson) models. Administrators have the ability to

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				define multiple order sets to handle different types of ordering, such as adult vs. pediatric. Order sets can also be used to customize what individual providers see on their order lists, such as not including Varicella as an option if the provider is not certified for frozen vaccine. Vaccines can also be defined as publicly supplied or privately purchased and are noted throughout the inventory management functions.
B-116	Have ability to print current inventory list at provider, State, and jurisdictional levels.	M	Y	The Lot Number Summary report allows users to print a current inventory list at any level: provider, state or a jurisdiction, such as a county or public health district.
B-117	Have ability to display alerts/notifications for vaccines nearing expiration.	M	Y	When vaccines are near expiration, they trigger an alert. Additionally, if vaccines are nearing expiration (30 days prior), they visually display in yellow on the reconciliation screen and red once they expire.
B-118	Have ability to track, at State level, borrowed doses of vaccine with reclassified funding sources.		Y	IWeb has the ability for users to adjust inventory and track borrowing. Additionally, STC is currently in the process of gathering requirements for a full stock rotation and borrowing workflow that will handle the inventory adjustments automatically and allow state approvers the option to approve any inventory movement.
B-119	Allow user, at State level, to assign and modify quantity for expired/lost/wasted inventory using inventory adjustment codes.	M	Y	When users complete their inventory reconciliation, they can select an appropriate adjustment reason to account for the missing or additional doses. Adjustment reasons automatically business logic for tracking waste.
B-120	Have the ability to determine the total cost	M	Y	The cost of vaccines displays on

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REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
	of wasted vaccine per inventory for NHIP.			several reports. The cost is also displayed on the Vaccine Returns page.
B-121	Ability to produce an inventory reconciliation report.	M	Y	When the user places an order, they are automatically prompted to complete reconciliation. Reconciliation displays the vaccine, lot number, expiration date, funding source (public flag) and current inventory count. The user then enters the current physical count and if the physical count is different from the system count, selects an adjustment reason. The user can also view the Reconciliation at any point by selecting Reconciliation from the menu. The provider can use the Lot Number Summary report based on various parameters to display their inventory within those parameters. Administrators can also monitor submission of the provider's inventory with the Monthly Inventory Submission report and the Monthly Inventory Reconciliation Report.
B-122	Allow the user to attach usage reports to an inventory reconciliation report.	M	Y	The vaccine usage is automatically tracked as vaccines are administered and included on the Vaccine Administered report. In addition, if the provider is not entering administration data into the IIS, the provider can document this upon reconciliation.
B-123	Ability to display current System inventory.	М	Y	When the user places an order, the current physical inventory for each vaccine is displayed on the order line. This can also be accessed at any time through the Reconciliation menu.
B-124	Ability to calculate and display	М	Y	1Web automatically calculates the



### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS	*		
	recommended order based on provider usage, wastage, order history, etc.			recommended order quantity and displays it on the order line. The recommended quantity can be based on actual doses administered or order history. The calculation uses 3 years of history and takes seasonal variations into accounts.
B-125	Ability to allow provider vaccine orders outside the variance threshold.	M	Y	If the provider places an order that is outside of their recommended order threshold, the order is flagged with an exception but the order is still placed.
B-126	Ability to allow provider to enter a reason for vaccine orders outside the variance threshold.	M	Y	For any exception on the order, included recommended quantity variations and economic order quantity variations, such as frequency, the order is prompted to specify a reason for the order.
B-127	Alert user during vaccine ordering if provider's current on-site inventory is above threshold for ordering.	M	Y	The recommended order quantity calculation takes into account the current physical inventory and does not recommend ordering if the provider site has sufficient vaccine. The recommended order calculation also automatically accounts for safety stock.
B-128	Ability to block a provider order that is placed after a previous order within the current tier ordering timeframe.		Y	IWeb does not automatically prevent providers from placing orders but marks them as exceptions. Provider orders that do not meet economic order quantity thresholds, such as frequency, ordering month and ordering timing, are flagged as exceptions and can be rejected or held for later processing by the administrator.
B-129	Have an override function allowing a provider to place additional orders within a current tier ordering timeframe during an emergency situation.		Y	IWeb does not prevent providers from placing orders but marks them as exceptions. The administrator can define an ordering reason to account for emergency situations. Specific

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS		ų -	
·				order sets can also be created with the vaccines needed for the emergency response.
B-130	Have ability to display all open orders (in transit or orders in process).	M	Y	Providers can see all open, rejected and backordered orders on the Create/View Orders screen and monitor their progress through the approval process.
B-131	Support user ordering of vaccine.	M	Y	IWeb supports both user ordering and ordering on behalf of providers by local jurisdictions or state staff.
B-132	Have ability to display order status, approval status, and shipping status for both public and private doses.	M	Y	IWeb displays all orders to providers on the Create/View Orders page. The user can see the status of the orders, approval and shipments from this screen for all doses ordered from the state vaccine program.
B-133	Have ability to store shipper's tracking number and link to the shipper's website so that the end user may follow their vaccine shipment.	M	Y	IWeb supports importing the shipper's tracking number from either the VTrckS shipment file or the McKesson file. IWeb does not currently link to the shipper's Web site but this can be added.
B-134	Have the ability to alert provider via email that vaccine has been shipped.	M	Y	IWeb has a provider messaging system that provides email messages and/or notifications in the registry when order events, including shipments, occur.
B-135	Ability to accept and log shipping file from distributors.	M	Y	IWeb fully supports importing either the VTrckS shipment file or the McKesson shipping file.
B-136	Have the capability to accept the McKesson shipping log and prepopulate provider inventories before the shipment has arrived.		Y	IWeb fully supports importing either the VTrckS shipment file or the McKesson shipping file. Once the shipping file is imported, the provider's order is automatically updated with all the relevant order information. Upon receiving the shipment into IWeb, the provider's inventory is updated to reflect the new inventory changes.

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
B-137	Ability to display the shipping file.	М	Y	After the shipment file is imported, users can see the log with the shipment information as well as the results of the import.
B-138	Have capabilities for user to edit shipping information in the IIS.	М	Y	When the provider places their order, they can edit the shipping details, such as operating hours, in the order header and include the updated information with their order.
B-139	Have ability to sum quantities from multiple shipping notices.	M	Y	IWeb's business logic handles processing shipment data where the shipment was split into two packages and/or when the same vaccine has two shipment lines. If a portion of the shipment is delayed, the IWeb automatically tracks the partial order and leaves the outstanding part of the shipment in a pending status until it is shipped/received.
B-140	Have ability to support user verification that order information, packing slip information, and package contents are equivalent.		Y	As a business process, STC recommends that all providers verify the packing slip and package content information against the registry information. Per the state's policy, the user can then either make corrections or contact the state to notify them of a discrepancy.
B-141	Have ability to flag a shipping file as incorrect.	М	Y	While a shipping file is not specifically flagged as incorrect in IWeb, users and administrators can make corrections to shipping information either by importing a new file and/or editing the information on the screen.
B-142	Have ability to notify State that provider shipments have arrived and if there are any discrepancies per provider office.		Y	Per the state policy, the provider can either notify the state personnel verbally about discrepancies or record them in the system at the point of receipt.
B-143	Have ability to notify distributor of an incorrect shipping file.	М	Y	McKesson does not provide an interface to support this. Therefore,

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## REQUIREMENTS – THE VENDOR RESPONSE

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BUSINESS	REQUIREMENTS			*85*
				this is addressed as a business process where the appropriate state staff member notifies the distributor by phone or email. In the future, if McKesson or another distributor enables an interface for automatic reporting, STC will work with the State of New Hampshire IIS program to develop requirements for implementation.
B-144	Allow user to send acknowledgement of order receipt electronically or manually.	M	Y	When the user physically receives the order, they can use the Receive Order screen to acknowledge the receipt. This will automatically add the lots to their practice inventory. Administrators can also see the receipt status on the order and on applicable reports.
B-145	Allow the user to activate each product in the IIS after shipment is received.	М	Y	When the order is received, all inventory is automatically activated and added to the provider's inventory for use.
B-146	Have ability to flag order by vaccine type as over-order quantity, under-order quantity, or damaged.	M	Y	When the user receives the orders, they can optionally reject a partial order line and/or reject the order line in full. They can specify a reason, including damage or cold chain break, for each order quantity that they are rejecting on the order.
B-147	Have ability for State to inform distributor of over quantities received, under quantities received, or damaged order.	M	Y	When the provider receives an order quantity other than the expected order quantity, the administrator can access this information on the order. Based on STC's knowledge of distributor interface capabilities, the best methods of notification to the distributor are email or phone. If McKesson or another distributor adds interface capabilities, STC will work with the State of New Hampshire to develop requirements

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
B-148	Allow user to edit inventory data elements in the case of discrepancies in the shipping file.	M	Y	for this implementation.  The shipment information, such as lot number or expiration date, can be edited by the provider user or administrator if necessary.
B-149	Have temperature log reporting capabilities with a warning mechanism when temperatures are out of range.		Y	IWeb provides functionality for recording AM and PM temperatures for cold storage units. If the user enters a temperature that is out of range, they will immediately receive a notification that the temperature is out of range and direct them to contact the State IIS/VFC staff. Additionally, IWeb has a Web Service interface that allows the temperature data to be sent electronically from data logger devices. Requirements are currently being developed to add functionality to support the fields used by continuous monitoring devices.
B-150	Have ability to automatically decrement vaccine doses as vaccinations are recorded, whether through the user interface or an EHR system.	M	Y	IWeb accurately decrements inventory as it is used. The decrementing logic applies to both direct data entry and HL7. Additionally, if a vaccination is edited to change the lot number and/or deleted, the business logic accurately tracks the change and reflects that in the inventory count.
B-151	Have the capability to auto decrement the inventory upon submission of administration data.	М	Y	When the administrator defines the data feed set up (for either HL7 or flat files), they can define whether this provider manages inventory in the registry and should decrement inventory. This can also be temporarily disabled in order to handle historical feeds.  IWeb's business logic takes the following fields into account when

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## REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
				decrementing: vaccine type, lot number, location of the vaccine and funding source. Additionally, for vaccines where some patients may receive a dosage level other than a typical dose (for instance, influenza and Hep B), IWeb will decrement and track a half dose. Lot decrementing does not take the patient status into account. For direct data entry, the user selects the vaccine from a list (or the vaccine is pre-set) which uniquely identifies it and then inventory is automatically decremented.
B-152	Have the capability for a user to enter a refrigerator count and reconcile differences in inventory.		Y	When the user places an order, they are automatically prompted to complete reconciliation. Reconciliation displays the vaccine, lot number, expiration date, funding source (public flag) and current inventory count. The user then enters the current physical count and if the physical count is different from the system count, selects an adjustment reason. The user can also view the Reconciliation at any point by selecting Reconciliation from the menu.
B-153	Have ability to interoperate with other inventory systems through a predefined API or Open Standards interface.	M	Y	lWeb utilizes a flat file interface to allow inventory detail to be imported from or exported to an SNS or other inventory management system.
B-154	Have the ability to interoperate with VTrckS.	M	Y	lWeb fully supports all four integration points with VTrckS: Provider Data, Orders, Inventory and Shipments.
B-155	Have ability to document patient vaccine funding eligibility information.	М	Y	lWeb supports funding eligibility tracking at both the patient and the dose level.
B-156	Have ability to select vaccine funding	М	Υ	IWeb fully supports dose level

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REQUIREMENTS - THE VENDOR RESPONSE



REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
	eligibility for each vaccine dose.			accountability for both direct data entry and HL7 interfaces.
B-157	Have ability to query the inventory system/function by funding source and vaccine type.	M	Y	Users can query the inventory at their provider site in the Lot Number Search/Add screen. In addition to funding source and vaccine type, providers can also search by manufacturer and location.
B-158	Have ability to display inventory by vaccine type and funding source.	M	Y	Users can see their current inventory listed by vaccine type and funding source on the Reconciliation page. Additionally, users can see detailed inventory information on the Lot Number Summary report either for current inventory or for a previous date range.
B-159	Have ability to display current provider inventory.	M	Y	The current provider inventory is displayed on both the Reconciliation page and on the Create Order page when the user places an order.
B-160	Have ability to display minimum order increments.		Y	The administrator has full control over what the user sees as a description on the Create Order page. The types of information that can be included here include: Brand Name, package size, description, etc. Additionally, if the user attempts to order a quantity that is not divisible by the package size, they receive a message and are prompted to correct their order quantity.
B-161	Have ability to calculate and display IIS recommended order quantities.	М	Y	IWeb automatically calculates the recommended order quantity and displays it on the order line. The recommended quantity can be based on actual doses administered or order history. The calculation uses 3 years of history and takes seasonal variations into accounts.
B-162	Have ability for provider to access and place order through the IIS System.	М	Y	Users can place orders directly into IWeb. Once the order is placed, it

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REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS		· · · · · · · · · · · · · · · · · · ·	
				will automatically queue for review by the approver. Orders can be approved directly by the state approver or they can be reviewed and approved by the local jurisdiction before forwarding to state approval. Once the order has been approved, it is exported and sent to VTrckS for fulfillment.
B-163	Allow provider to attach files of various formats to the vaccine order.	M	M	IWeb does not currently support attaching files to orders. However, IWeb does contain built-in functionality for inventory accountability including doses administered, inventory counts, refrigerator temperatures and provider agreements. STC recommends utilizing registry functionality to manage accountability. It allows administrators and providers the additional benefit of running reports and search historical data. In the event that the existing registry functionality does not fully meet NH's needs for accountability documentation, STC will work with the State of New Hampshire IIS program to develop requirements for this feature.
B-164	Allow only specific users to order vaccines, delete and edit orders, and view order statuses for a clinic based on assigned user permissions.		Y	In IWeb, all ordering access is controlled by user permissions.
B-165	Allow user to view order on the screen and print.	М	Y	The user can view the order from the Create/View orders screen at any time throughout the order process.
B-166	Allow user to view and print the attachments.	М	М	IWeb does not currently allow users to attach files to the order. However, IWeb's built-in accountability reports are accessible directly from

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				the order screen and can be easily printed. In the event that the existing registry functionality does not fully meet NH's needs for accountability documentation, STC will work with the State of New Hampshire IIS program to develop requirements for this feature.
B-167	Have ability to assign funding source/product intent at the vaccine order line level.	M	Y	On the Administration page, vaccine management administrators can define the funding source and intent for each vaccine that ordering is allowed for.
B-168	Have ability to display an order history of a provider.	M	Y	Providers and administrators can search for any order from the Search History menu item.
B-169	Have ability to display an order.	М	Y	After searching for an order, the user can click on the order to select it and see the details of the order.
B-170	Have ability to capture and display provider refrigeration storage capacity/capability.		M	IWeb contains functionality to define all the cold storage units and the type that are in use. IWeb does not currently have functionality to define the storage capacity of each refrigerator. This would be a new feature. STC will work with the State of New Hampshire IIS Program to define the requirements for this feature.
B-171	Support a rules-based decision algorithm to approve or reject order.	M	Y	IWeb has extensive business logic for determining if the provider has met all of the expected requirements for ordering. If the order does not meet the requirements, it will be queued for manual review with the approver.
B-172	Alert user for the need for manual order intervention.	M	Y	If the order has been sent to manual review, the status will be updated on the order and the user will be able to visibly see this on the Create/View Orders page. Additionally, the

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BUSINESS	REQUIREMENTS			
				administrator can send an email and/or system alert to notify them of the manual review status of the order.
B-173	Allow providers to verify/update contact information during each order.	M	Y	In the order header, the provider can update both their contact/shipping information and their available shipping days/times. The provider can also add notes related to delivery that will be printed on the package for the shipper.
B-174	Allow user to select the reason code for rejection.	M	Y	When the approver reviews the order, if they do not approve the full quantity, they must specify a rejection reason. Rejection reasons are defined and configurable by state registry administrators.
B-175	Have ability to communicate order status or an audit log to the provider.	M	Y	Providers can review messages by email and/or system alerts when order statuses change. In addition, providers can monitor the status of their orders by looking at the Create/View Order page.
B-176	Support reason codes for order rejection.	М	Y	lWeb provides several default rejection reason codes and descriptions. Rejection reasons are fully configurable and editable by state registry administrators.
B-177	Allow user to edit, save, and resubmit order after rejection.	M	Y	If the state approver has rejected the order, then the provider will receive a notification and the order will be queued on the Create/View Order page. The provider can view the issue and then delete the order and re-submit a corrected order.
B-178	Have ability to transmit order to the CDC.	M	Y	After the state approver has approved the orders for the day, they can select all orders that need to be transmitted to the CDC and generate a file. This file meets the VTrckS format for Order files and also includes files for

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_				Inventory and Provider Data that are expected to be uploaded to VTrckS with the Order file.
B-179	Support an interface allowing an immunization program to view order confirmations.		Nt	VTrckS currently does not have an interface point to return order confirmations to the registry.  Based on the most current information from the CDC, it is not expected that VTrckS will add this additional interface functionality in the 2014 calendar year timeframe of the New Hampshire deployment. In the event that it is made available, STC is committed to fully supporting all VTrckS interface points and when the CDC enhances an interface, STC will work with New Hampshire to develop requirements for sending data to the interface and viewing responses from it.
B-180	Have ability to reject order.	M	Y	IWeb has the ability for either administrators or users to reject orders.
B-181	Have ability to return order to the immunization program.	M	Y	IWeb has built-in functionality for Vaccine Returns. This functionality can be used for either viable or non-viable inventory. Returns for non-viable inventory include business logic to ensure that wastage is tracked.
B-182	Allow immunization program to edit, save, and resubmit vaccine order after rejection.	М	Y	After the order is denied/rejected, it is returned to the provider's order queue. However, the approver can search by provider and perform any ordering function on the behalf of a provider.
B-183	Allow immunization program to view error	M	$N^2$	Currently, VTrckS only supports 4

Based on the current and anticipated interface capabilities of the CDC's VTrckS application, it is not anticipated that this functionality will be supported by VTrckS in the contract timeframe.

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS		* 1	
	message from CDC.			interface points. All of these interface points are file-based; therefore any error messages are stored in VTrckS. There is no current Web Service or mechanism to retrieve this information by the registry.  Based on the current information from the CDC, it is not expected that VTrckS will add this additional interface functionality in the 2014 calendar year timeframe of the New Hampshire deployment. In the event that it is made available, STC is committed to fully supporting all VTrckS interface points and when the CDC enhances their current functionality to allow automation, STC will work with New Hampshire to develop requirements for sending data to the interface and viewing responses from it.
B-184	Have ability to send rejection notification back to IIS program.	M	N <sup>3</sup>	Currently, VTrckS only supports 4 interface points. All of these interface points are file-based; therefore any error messages are stored in VTrckS. There is no current Web Service or mechanism to retrieve this information by the registry.  Based on the current information from the CDC, it is not expected that VTrckS will add this additional interface functionality in the 2014 calendar year timeframe of the New

<sup>&</sup>lt;sup>2</sup> Based on the current and anticipated interface capabilities of the CDC's VTrckS application, it is not anticipated that this functionality will be supported by VTrckS in the contract timeframe.

Based on the current and anticipated interface capabilities of the CDC's VTrckS application, it is not anticipated that this functionality will be supported by VTrckS in the contract timeframe.

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				Hampshire deployment. In the event that it is made available, STC is committed to fully supporting all VTrckS interface points and when the CDC enhances their current functionality to allow automation, STC will work with New Hampshire to develop requirements for sending data to the interface and viewing responses from it.
B-185	Have the ability to generate VFC accountability reports for managing VFC inventories and orders.	М	Y	lWeb supports multiple reports for managing VFC accountability. These reports include Doses Administered, Inventory Counts and Transaction Detail, Refrigerator Temperatures and others.
B-186	Have the ability to generate a doses administered report that tracks at the dose number level in the vaccine series.	М	Y	The Vaccine Administered report displays each vaccine broken out by dose number vertically and then displays the count by age range horizontally.
B-187	Have the capability to determine active and inactive statuses on patients for reporting accuracy.	М	Y.	IWeb allows patients to be marked as active or inactive and this setting is taken into account on applicable reports.
B-188	Have the capability to generate a report describing the number of patients declining or refusing vaccinations.	M	Y	The user can view the both the detailed list of patients with refusals and/or an aggregate count by refusal time on the Contraindication Report and Aggregate Contraindication Report respectively.
B-189	Provide users the ability to generate coverage reports on their patient population by age, vaccine series and vaccine type.	М	Y	Both administrative users and providers can easily monitor their coverage rates for any series or age range by running the Coverage Rate Report and/or the User Defined Pocket of Needs Report.
B-190	Provide users the ability to generate coverage reports that display the number missed opportunities, the number late but up-to-date, and the number of invalid doses.		Y	The User Defined Pocket of Needs Report shows series coverage along missed opportunities, late up-to-date counts, and one visit/dose to

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BUSINESS	REQUIREMENTS		
\$;			complete. These numbers can be displayed as either a table-based report or a flow chart. Additionally, users can view the number of invalid doses and the detail of these on the Vaccination Data Quality Report. This report provides valuable information that can be used to identify administration errors and initiate appropriate re-education with the provider staff.
B-191	Allow user to select data parameters fo report generation.	r M Y	All reports have a report parameters page which allows users to select parameters that are appropriate for that report.
B-192	Allow user to select report outpu parameters.	t M Y	Where applicable, various report outputs are available, such as sort order, detail vs. summary, etc. All reports are available in print ready formats. Most reports are exportable to an Excel file so that various sorting and comparisons can be completed.
B-193	Allow user to choose a time that report wil be generated.	I M Y	Users can schedule a specific time when reports are generated and delivered via email to specific people.
B-194	Have ability for System to determine if the report can be immediately generated or if i must be delayed based on size.		Users have the option to run the report now and display the results on the screen, run the report now but receive the output via email or schedule the report to be run at a later date or time and deliver it to an email address.
B-195	Have ability to prompt user to confirm the generation of a report at a later time i required.		The scheduling functionality is clearly differentiated from the real-time functionality so that the user is aware that they will be generating a scheduled report rather than a real-time report. Scheduling reports is also often used to allow the user to

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BUSINESS	REQUIREMENTS			
				automatically receive a periodic report.
B-196	Have ability to save, display, or print report.	M	Y	When the Scheduler generates the report, the user will receive the report as a file which can then be saved, viewed and/or printed.
B-197	Have ability to produce reports in multiple formats.	M	Y	Report formats include HTML reports, PDF and Excel files (CSV).
B-198	Allow System Administrator to hide System standard reports to business users.	M	Y	IWeb has multiple permission options to allow administrative users to determine which reports can be generated and viewed by registry users.
B-199	Allow System Administrator to modify System standard reports.	М	М	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports.
B-200	Allow user to delete a user-defined report.	M	M	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports. IWeb does have User Defined functionality on some reports, such as the User Defined Pocket of Need.
B-201	Allow user to delete and/or modify data elements within a user-defined report.	М	M	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports.
B-202	Have ability to generate user-defined or customizable reports based on configurable parameters.	М	М	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports.
B-203	Allow user to return to and modify report criteria.	М	М	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports.
B-204	Have ability to verify that the report is in the correct format.	М	М	STC recommends utilizing a third- party tool, such as Crystal Reports, for ad-hoc and user-defined reports.
B-205	Have ability to send report by email.	M	Y	The Scheduler (UFM) provides the ability to send reports via email.
B-206	Have ability to export data in selected file formats, including PDF and CSV.	М	Y	All reports are available as HTML reports. In addition, many reports have the option to export the report date as an Excel file. Some reports are available as PDF.

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REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
B-207	Have ability to export data that is interoperable with statistical analysis software.	M	Y	IWeb's Data Translation Tool (DTT) module provides the ability to export data from IWeb in any delimited, flat file format. This data can then be imported into external tools.
	MMATIC GOAL 3: Maintain data quality (action in the IIS.	curate,	complete,	timely data) on all immunization and
B- 208	Have ability to identify new patient records.	M	Y	New patient records can be identified by the insert stamp on the patient record.
B- 209	Have ability to automatically identify new patient records as possible duplicates.	M	Y	When patient records are imported into IWeb, the records are processed by the de-duplication logic. Each patient is determined to be: 1) A new patient; 2) An exact match to an existing patient; 3) A possible match to one or more patients.
B- 210	Have ability to automatically identify existing patient records as duplicates.	M	Y	IWeb includes a nightly processing engine, Master Duplicate Scanner, which reviews the existing records and determines if the registry as had any duplicate patients introduced.
B- 211	Allow users to manually flag duplicate records.	M	Y	The user may report duplicate patients from the search results page. They have the ability to specify which patients are possible duplicates along with their recommendation on which record should be kept and their comments. These records are automatically forwarded to the registry staff for review.
B- 212	Support a rules-based algorithm to evaluate duplicate records.	М	Y	IWeb uses a rules-based de- duplication algorithm that has been in use in production state IIS programs for almost 20 years. This algorithm has been refined and fine- tuned to meet the needs of immunization programs.
B- 213	Allow rules to be easily editable by IIS staff (add, remove, modify).	М	Y	IWeb allows a narrow set of rules to be enabled/disable by IIS staff. This

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BUSINESS	REQUIREMENTS			
				includes items such as whether or not to merge incomplete records and how to handle unnamed records from new births. The majority of the rules are built-in to the logic and managed by the STC development team. IWeb uses a rules-based de-duplication algorithm that has been in use in production state IIS programs for almost 20 years. This algorithm has been refined and fine-tuned to meet the needs of immunization programs.
B- 214	Flag when possible duplicate records needing manual review.	М	Y	When possible duplicate records are identified, they are queued for administrator review. Review can be controlled by access to help distribute work. Possible records are reviewed in the application using an easy-to-use interface that displays the details of the records side-by-side.
B- 215	Have ability to combine two or more duplicate records according to business rules.	M	Y	Using IWeb's easy to use Manual Review user interface, the user can select the best record and combine records. Additionally, users can skip a record or indicate that the record is not a match.
B- 216	Allow user to manually flag records for manual review.	M	Y	The user may report duplicate patients from the search results page. They have the ability to specify which patients are possible duplicates along with their recommendation on which record should be kept and their comments. These records are automatically forwarded to the registry staff for review.
B- 217	Have ability to alert user of records pending for manual review.	M	М	IWeb contains a message/alert system that this alert could be added to. STC will work with the State of New Hampshire to develop requirements for this alert.

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
B- 218	Allow user to view records simultaneously for decision to merge records.	M	Y	When possible duplicate records are identified, they are queued for administrator review. Review can be controlled by access to help distribute work. Possible records are reviewed in the application using an easy-to-use interface that displays the details of the records side-by-side.
B- 219	Allow user to open multiple screens at once within the application.		M	Currently, new screens open when the user runs reports but not in other areas of the application. This is specifically designed as such to streamline the workflow for typical end users. STC will work with New Hampshire on the use cases for investigating merge records, the types of information that is needed for additional research and the best way to meet that need. Currently, the merge records screens display both the patient and vaccination data for the patient as well as some historical demographic information. In our experience with other projects, this amount of information meets the needs for review in the majority of the cases.
B- 220	Allow user to navigate the System while reviewing possible duplicates.	M	M	Currently, new screens open when the user runs reports but not in other areas of the application. Currently, new screens open when the user runs reports but not in other areas of the application. This is specifically designed as such to streamline the workflow for typical end users. STC will work with New Hampshire on the use cases for investigating merge records, the types of information that is needed for additional research and the best way to meet that need. Currently, the merge records screens

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REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
				display both the patient and vaccination data for the patient as well as some historical demographic information. In our experience with other projects, this amount of information meets the needs for review in the majority of the cases.
B- 221	Allow user to select data elements to merge into a consolidated record.	M	Y	IWeb uses a master/reserve model that sets the master record as the "best" record and maintains all submitted records as reserve records. IWeb has an administrative setting that allows the registry administrator to determine if the master record will contain consolidated information.
B- 222	Support an audit trail when records are merged.	М	Y	IWeb maintains extensive logs on, both, automatic merges and manual merges for incoming records as well as merges for two or more existing records. Administrators can use the Patient Merge History report to see this detail and/or investigate a question about a merged patient.
B- 223	Have ability to retain "pre-merged" records.	М	Y	IWeb uses a master/reserve model that sets the master record as the "best" record and maintains all submitted records as reserve records.
B- 224	Allow user to flag record as "not a duplicate".	M	Y	When the user reviews possible duplicates queued for manual review, they can specify if the patients should be merged or are not a match.
B- 225	Have ability to prevent matching for the same pair of records that have been flagged as "not a duplicate".		М	IWeb does not have current functionality for "never merge". However, the business logic is set up so that records that were previously queued for manual review will not later automatically merge unless new information is introduced. STC will work with the State of New Hampshire IIS program to develop the requirements for this

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BUSINES	S REQUIREMENTS	:		
B- 226	Allow user to manually flag a record as pending for manual review.	M	Y	functionality.  Provider users can flag two records as possible duplicates and send them to the administrator for review.
B- 227	Have ability to alert user of records pending for manual review.	M	Y	If a record that is currently being reviewed is searched for in the application, the user will receive a message that the record is pending review.
B- 228	Have ability to identify new vaccine events.	М	Y	Vaccinations can be identified as new by their insert stamp. New vaccinations are automatically de-duplicated when they are added to the registry.
B- 229	Have ability to automatically identify new vaccine events as duplicates or possible duplicates.	M	Y	When vaccinations are added to the registry, IWeb runs its built-in deduplication logic to determine the best record. For vaccinations, the best record is determined based on business rules, such as administered records are selected over historical records, records with more detail are selected over records with less detail, etc.
B- 230	Have ability to automatically identify existing vaccine events as duplicates.	М	Y	If the patient's vaccinations are "relinked" the vaccination deduplication logic will be re-run and any duplicates will be automatically resolved.
B- 231	Allow users to manually flag duplicate events.	М	Y	IWeb does not allow users to flag duplicate vaccinations; however, users can correct the patient's vaccination record to remove duplicate and/or incorrect vaccinations. User access to edit/delete vaccinations is controlled by permission but typically provider users are configured to have the ability to edit/delete historical vaccinations but can only edit/delete

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BUSINESS	REQUIREMENTS		<b>1</b>	
				administered vaccinations added by their practice/organization.
B- 232	Have ability to display to the end user the vaccine type, manufacturer, administration date, eligibility, and who entered the dose for manual vaccine deduplication review.	M	Y	When the user views the patient's vaccination history, they can drill into any vaccination and see all of the detail for that vaccination.
B- 233	Support a rules-based algorithm to evaluate duplicate events.	M	Y	IWeb uses a rule-based algorithm for both patient and vaccination deduplication.
B- 234	Support probabilistic algorithm to determine and flag when duplicate events need manual review.		Y	IWeb has a probabilistic algorithm option for patient de-duplication.
B 235	Have ability to select the 'best" vaccination event automatically that does not require manual review.	M	Y	When vaccinations are added to the registry, IWeb runs its built-in deduplication logic to determine the best record. For vaccinations, the best record is determined based on business rules, such as administered records are selected over historical records, records with more detail are selected over records with less detail, etc.
B- 236	Allow user to delete a duplicate vaccine event.	M	Y	Users can correct the patient's vaccination record to remove duplicate and/or incorrect vaccinations. User access to edit/delete vaccinations is controlled by permission but typically provider users are configured to have the ability to edit/delete historical vaccinations but can only edit/delete administered vaccinations added by their practice/organization.
B- 237	Have ability to store all IIS Core Data Elements	M	Y	IWeb fulfills both "Required" and "Optional" CDC-NVAC code data elements as identified below:  • P
				atient name: first, middle, last  P atient alias name: first, middle, last



## REQUIREMENTS - THE VENDOR RESPONSE

REQ# REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS	
BUSINESS REQUIREMENTS				
			•	
			atient address, phone number	
			atient SSN	
			•	
			atient Medicaid Number	
		1	atient date of birth	
			atient sex (gender)	
			atient race	
			atient ethnicity	
			•	
			atient primary language	
			atient birth order	
			•	
			atient birth registration number	
			atient birth state/country	
			• Continue Continue	
			atient birthing facility	
			other's name: first, middle, last,	
			maiden	
			other's SSN	
			• ather's name, first middle last	
			ather's name: first, middle, last	
			ather's SSN	
			accine type	
			•	
			accination date	
			accine manufacturer	
			•	



### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS		
BUSINESS	BUSINESS REQUIREMENTS					
				accine lot number  accine expiration date  accine dose number  accine injection site  accine provider  FC Eligibility  istorical Vaccination flag  istory of Varicella disease indicator  accine lot number  V  Accine expiration site  V  Accine provider  FC Eligibility  H  istorical Vaccination flag  H  istory of Varicella disease		
				IWeb also supplements the NVAC/CDC data elements with hundreds of additional data elements that support flexible deployments and expansive use by providers and administrative staff.		
B- 238	Ability to receive "real-time" records from Vital Records for birth, death, adoption, and name change events.	M	Y	IWeb can accept flat files in any format for interfaces with key Vital Records data. Additionally, STC supports several states with custom Vital Records interfaces, such as a direct database (read only) connection.		
B- 239	Have ability to accept files from Vital Records in multiple formats.		Y	IWeb can accept files from Vital Records in any field order. In addition, multiple field formats are accepted and data set values from Vital Records can be easily mapped to IWeb values.		
B- 240	Have ability to detect if a newborn record is a new record or a match/update to an existing record or a duplicate.	M	Y	When a newborn record is imported into IWeb, the records are processed by the de-duplication logic. Each		

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
-				patient is determined to be: 1) A new patient; 2) An exact match to an existing patient; 3) A possible match to one or more patients. IWeb also contains special business logic to handle "Unnamed" babies and ensure they are matched correctly and do not create duplicates.
B- 241	Have ability to display possible duplicate records.	М	Y	Using 1Web's easy to use Manual Review user interface, the user can select the best record and combine records. Additionally, users can skip a record or indicate that the record is not a match.
B- 242	Allow System administrator to create a new patient record.	М	Y	System administrators can create a patient on behalf of a provider or other patient-centric stakeholder.
B- 243	Have ability to prevent a record from being saved unless required data elements are completed.	М	Y	IWeb allows the administrator to configure required fields for both the patient demographics and the vaccination details. The user will be prompted with a message if the required fields are not entered.
B- 244	Have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M	Y	In IWeb, users first must search, review the list of possible matches and then they are able to create a new patient.
B- 245	Have ability to flag new patient records where possible matches are found.	М	Y	The user may report duplicate patients from the search results page. They have the ability to specify which patients are possible duplicates along with their recommendation on which record should be kept and their comments. These records are automatically forwarded to the registry staff for review.
B- 246	Have ability to generate a unique patient ID.	М	Y	Each patient receives a unique patient id when they are created.
B- 247	Have the ability to create error file reports.	М	Y	When files are imported, the user will be able to access error logs from

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINI	ESS REQUIREMENTS			
		7.77		the application and see the exact detail of what is wrong with the import line.
B- 248	Have ability to automatically identify new patient records as possible duplicates.	M	Y	When patient records are imported into IWeb, the records are processed by the de-duplication logic. Each patient is determined to be: 1) A new patient; 2) An exact match to an existing patient; 3) A possible match to one or more patients.
B- 249	Have the ability to create a possible duplicate report.	M	M	Duplicates can be reviewed from the Manual Review page but there is not a current possible duplicate report. This would be an enhancement to IWeb. STC will work with the State of New Hampshire IIS program to develop the business requirements for this feature.
B- 250	Have ability to prevent duplicate records from being created.	M	Y	IWeb has two methods of creating patients: interfaces and direct data entry. For interfaces, all patients are processed through the de-duplication logic to ensure that duplicates are not created. For direct data entry, patients first search for existing patients, verify that the patient does not exist and then create the patient. If the user still enters a patient that is a match to an existing patient, they are prompted with a warning.
B- 251	Have ability to flag a record by a User for deletion.	M	N <sup>4</sup>	STC does not recommend deleting patients. In the event that a patient does need to be deleted, administrators with appropriate permissions can delete patient records. It is expected that this is a rare event. STC will work with the State of New Hampshire to discuss this use case and ensure that this

<sup>&</sup>lt;sup>4</sup> Requirement is not met as described; however, a fully alternative approach is recommended.

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## REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS			
				functional requirement is met by the existing functionality.
B- 252	Have ability to delete a record by Administrator.	М	Y	STC generally does not recommend that patients be deleted from the registry. However, in the event of an error or a patient that needs to be removed for opt-out or privacy reasons, administrators can delete patients (controlled by user permission) from the Patient Record Deletion option on the Administration page.
B- 253	Have ability to create a new record.	М	Y	New patient records can be identified by the insert stamp on the patient record.
B- 254	Have ability to copy selected data elements from the record to be deleted into a newly created record.	M	Y	IWeb has a complete Adopt Patient workflow that ensures that applicable data elements are carried forward to the new patient record.
B- 255	Have ability to match an existing record with incoming vital record data.	M	Y	When patient records are imported into IWeb, the records are processed by the de-duplication logic. Each patient is determined to be: 1) A new patient; 2) An exact match to an existing patient; 3) A possible match to one or more patients.
B- 256	Have ability to use new vital record data to update patient demographic data.	M	Y	When newly imported records are matched to an existing patient, the patient demographic data will be updated.
B- 257	Have ability for user to select patient record status indicator.	M	Y	Users can manually edit the patient status by selecting from the various reasons for inactivating a patient or leaving it active. This is found on the Patient Demographics page. Patient status can also be updated by including a patient status in an inbound electronic message into lWeb.
B- 258	Have the ability to display patient status indicator.	М	Y	The patient status is displayed on the Patient Demographics page.

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## REQUIREMENTS – THE VENDOR RESPONSE

REO#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS	• .		
B- 259	Have ability to capture date of death from vital records data.	M	Y	IWeb can accept flat files in any format for interfaces with key Vital Records data. STC also supports several states with custom Vital Records interfaces, such as a direct database (read only) connection. All data elements, including patient status and date of death, are supported by IWeb's interface logic.
B- 260	Prevent access and updates to records that have been placed in an inactive status.	M	Y	IWeb maintains special logic around Deceased patients and can be configured at the registry level so that the Deceased status can only be updated by authorized users.
B- 261	Exclude all records with an inactive status from coverage reports.	М	Y	All records with inactive status are excluded from coverage reports by default.
B- 262	Records and makes available all submitted vaccination and/or demographic information in a timely manner.		Y	IWeb has two options for processing: real-time and nightly. Real-time processing is typically used for real-time HL7 interfaces and allows the patient and vaccination data to be immediately available. Nightly processing is typically used by batch imports of any type and allows the patient and vaccination data to be available the following day. Often, batch imports are scheduled for import nightly as well.
B- 263	Documents active/inactive status of individuals at both the provider organization/site and geographic jurisdiction levels.		Y	IWeb maintains status at both the provider level and the registry level. Statuses such as Moved or Gone Elsewhere are typically used by providers. Statuses such as Moved Out of State and Deceased apply registry-wide. Reports can further output this data at the county level and state level.
PROGRA	MMATIC GOAL 5: Provide immunization info			
B- 264	Have ability to provide online access to enrollment form(s).	M	Y	IWeb's Provider Agreement module has two components: registration for

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## REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
				new providers and re-enrollment for existing providers. The online agreement for new providers is available without logging in to the application. Reenrollment registration queues for the provider in their accounts when the re-enrollment is due. Once the provider fills out the enrollment form, the enrollments queue to the state administrators for approval.
B- 265	Have the ability to interoperate with case management tool for scheduling and routing for site visits to registered facilities.	О	Y	IWeb supports functionality for users to export data from IWeb into coCASA. STC is also currently gathering requirements for developing a VFC/AFIX/Educational Provider Site Visit tool.
B- 266	Support the entry of all organization demographics and data when completing electronic forms.	М	Y	The Provider Agreement allows the provider to enter all of the organization demographic elements required to create or update the organization in the registry.
B- 267	Allow user to save a form in progress and return to modify or submit it at a later time.	M	Y	The Provider Agreement form contains several pages. On each page, the user has an option to save so that they can come back and finish completing the form at a later date.
B- 268	Have ability to validate that all of the fields are complete before allowing the user to submit the form online.	M	Y	If the user has not entered all required fields, the Provider Agreement will provide the user with an immediate error message and will not allow them to proceed.
B- 269	Have ability to alert user of incomplete fields.	М	Y	If the user has not entered all required fields, the Provider Agreement will provide the user with an immediate error message and will not allow them to proceed.
B- 270	Have ability to submit form electronically.	M	Υ	Provider users can submit the Provider Agreement electronically. Once it is submitted, it queues for the state approver to review.

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## REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	EVENDOR COMMENTS
BUSINESS	REQUIREMENTS		77.994	
B- 271	Allow user to modify form until it is submitted.	М	Y	The Provider Agreement contains business logic that allows or disallows the user from further editing depending on where the agreement is in the workflow. The Provider Agreement will remain in a pending status with all data points saved until the Provider Agreement is submitted to the state. Until that point, the user can make changes as needed.
B- 272	Have ability to scan in paper forms.	M	M	STC recommends moving providers from paper forms to online forms. IWeb does not currently have the ability to upload scans of hard-copy provider agreements. STC will work with the State of New Hampshire IIS Program to develop the requirements for this change. STC is currently developing requirements to allow users to upload signature pages and training certificates. STC expects that users would scan forms using an external scanner and then upload them to the registry.
B- 273	Have ability to retrieve information from scanned forms and automatically fill required data fields with retrieved information.	M	N <sup>5</sup>	STC recommends using built-in, online provider agreements. In this manner, the information in the form will automatically be available to the registry and eliminates the need for third party software to support Optical Character Recognition (OCR). IWeb currently supports online provider agreements and STC recommends this functionality as an alternative to scanning forms.
B-	Have ability to record person who is making	М	Y	IWeb records the creating and
274	the request.			updating user on all updates,

<sup>&</sup>lt;sup>5</sup> Requirement is not met as described; however, a fully alternative approach is recommended.

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# REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINES	S REQUIREMENTS			
				including Provider Agreements.  Provider Agreements also have numerous fields for tracking the organization contacts.
B- 275	Have ability to validate medical license number against Professional Licensing Agency record database.	М	M	STC will work with the State of New Hampshire IIS Program to obtain the interface specification for the Professional Licensing Agency record database and implement an interface.
B- 276	Have ability to display the submitted form to user.	M	Y	After the user submits the provider agreement for their organization, they can view the content and/or the status of the agreement at any time from IWeb.
B- 277	Have the ability to integrate document imaging into System.	0	N	STC is currently developing requirements to allow users to upload signature pages and training certificates. STC expects that users would scan forms using an external scanner and then upload them to the registry.
B- 278	Have ability to search for and alert if there is a potential match of duplicate facilities.	M	M	STC is currently developing requirements to add a search function to the Provider Agreement workflow prior to creating a new organization.
B- 279	Have ability to compare facility registration application information to current records to find matches.	M	M	STC is currently developing requirements to add a search function to the Provider Agreement workflow prior to creating a new organization.
B- 280	Allow user to assign a rejection code to a rejected application.	M	Y	If the state approver does not approve the provider agreement, they have the ability to enter a reason and details for the provider to view.
B- 281	Support a rules-based algorithm to suggest approval or rejection based on review.	M	M	Currently, all provider agreements are queued for state review. Critical components of the provider agreement are validated at point of entry and then the state IIS staff reviews the document for final approval and/or requests rework.

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#### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS	REQUIREMENTS	16-14-5 14-1 13-1		
				STC will work with the State of New Hampshire IIS Program to develop requirements for this functionality.
B- 282	Provide communication to applicant on registration status.	M	Y	The user can track the status of their provider agreement from the registry. There is also a notes section within the Provider Agreement where the state approver can communicate any required changes the provider may need to make before re-submitting.
B- 283	Allow IIS staff to review and reject/approve registration form.	M	Y	After an agreement is submitted, it immediately queues for state approver review. The approver can review the agreement and then update the status of the agreement, include approvals and rejections.
B- 284	Allow applicant to edit, save, and resubmit a rejected facility registration application.	M	Y	If the provider agreement is rejected, the provider user has the opportunity to update the agreement and resubmit.
B- 285	Have ability to create and save new records for approved facility registration applicants.	M	Y	Once the provider agreement is approved, the approver can create an organization and/or facility in the registry.
B- 286	Have the ability to create unique provider site ID.	M	Y	When a new organization or facility is created, IWeb automatically creates a unique id.
B- 287	Have the ability to store multiple unique provider facility site IDs used by various systems.	M	Y	IWeb stores the external unique id that the organization uses to identify the facility in their EHR or other system.
B- 288	Have ability to send approval notification to facility registration applicant.	M	Y	Users at the provider organization will be able to see the provider agreement from the application and view the updated provider agreement status.
B- 289	Have the ability to generate CoCASA reports.	M	Y	IWeb contains both the ability to export data to coCASA and includes built-in reports that match much of the coCASA functionality, including

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINE	ESS REQUIREMENTS			
				tracking missed opportunities and one visit away.
B- 290	Have the ability to export files that can be imported into CoCASA.	M	Y	The user can export a file for a particular practice. Additionally, the user can create an ad-hoc CASA session and add their specific patients to a cohort. This could be used for activities such as monitoring a school or day care.
B- 291	Have the ability to generate patient lists, including randomized patient lists, for AFIX methodologies.	M	M	IWeb has the ability to generate a patient list. IWeb does not currently have the ability to pull a random set of patients. However, AFIX visit functionality is on the IWeb roadmap for development and implementation in the next couple years. Requirements are currently being gathered.
B- 292	Have the ability to capture information about AFIX feedback results, site visit summaries, etc.	М	М	AFIX visit functionality is on the IWeb roadmap for development and implementation in the next couple years. Req are being gathered.
B- 293	Have the ability to generate a listing of AFIX feedbacks by jurisdiction (including: Pin, Clinic Name, Assess Date, Staff)	M	M	AFIX visit functionality is on the IWeb roadmap for development and implementation in the next couple years. Req are being gathered.
B- 294	Have the ability generate AFIX reports based on jurisdictions.	М	M	AFIX visit functionality is on the IWeb roadmap for development and implementation in the next couple years. Req are being gathered.
B- 295	Have the ability to send mass emails to providers or other authorized users.	М	Y	lWeb does not have a built-in email function for providers but does allow the user to export all providers along with their email address. Mail merge can then be used to send individualized emails to providers using a tool such as Microsoft Outlook or other mail system.
B- 296	Have the ability to recall or re-open a closed record.	М	М	AFIX visit functionality is on the IWeb roadmap for development and implementation in the next couple

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#### REQUIREMENTS - THE VENDOR RESPONSE

REQ# REQUIREMENT/DELIVERABLE	M/O	Y/M/N	VENDOR COMMENTS
BUSINESS REQUIREMENTS			
·			years. Req are being gathered.

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VAXNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT H REQUIREMENTS – THE VENDOR RESPONSE



(Requirement is: mandatory -M, optional -O. Solution is available without modification -Y, with modification -M, or not at all -N.)

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
GENERAL	L REQUIREMENTS	£, 1		
G-1	Phase 1: Vendor shall participate in an initial kick- off meeting at NHIP office to initiate the Project, introduce Project team members and roles, validate project management approach, and review IIS requirements and NH operating environment.	M	Y	STC agrees to this requirement.
G-2	Vendor shall provide Project Staff including, at minimum, a Project Manager, database administrator, business systems analyst, developer, technical support representative, and a quality assurance analyst for the duration of the Project.	М	Y	STC agrees to this requirement.
G-3	Phase 1: Vendor shall submit a preliminary 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, plans for change, quality, and risk management, and payment schedule. The plan shall be updated no less than every two weeks.	М	Y	STC agrees to this requirement.
G-4	Vendor shall provide detailed weekly, bi-weekly or monthly status reports and meetings (in-person or online, dependent upon Project Schedule) on the progress of the Project, which will include met and unmet milestones and expenses incurred year to date.	:	Y	STC agrees to this requirement.
G-5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation and accessible in electronic format from a shared repository, i.e., Harvest. Nonproprietary documentation must be provided to load on a periodic basis.	М	Y	STC will upload all applicable documentation to NH's Harvest repository. Alternatively and/or additionally, STC will provide access to our client portal and other tools for document sharing and access.



### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
GENERAL	REQUIREMENTS			
G-6	Phase 1: Vendor shall provide a goals and objectives document describing how the proposed Solution will, based on the Vendor's experience with similar projects, meet NHIP programmatic needs.	M	Y	STC agrees to this requirement.
G-7	Phase 1: Vendor shall conduct research and requirements validation through meetings with NH personnel (in-person and online) to discuss requirements in detail and determine mutually acceptable approaches for implementing a solution.	М	Y	STC agrees to this requirement.
G-8	Phase 1: Vendor shall document findings from research and requirements validation in a requirements analysis report that describes proposed Implementation strategy as well as open issues and proposed actions for resolving them.	М	Y	STC agrees to this requirement.
G-9	Phase 1: Vendor shall provide a System design document that includes descriptions of data import, export, and management (query, edit); achievement of standards-based Implementation (e.g., HL7); models of reports, web site navigation, and graphical user interface (GUI); diagrams of supporting network, application, and security architectures.	M	Y	STC agrees to this requirement.
G-10	Phase 1: Vendor shall conduct a technical and information architecture review and develop an Implementation and integration plan for the proposed System design including description of integration with related systems (e.g., input data and sources; output data and destinations) and description of installation and configuration of all environments (e.g., test, development, production).		Y	STC agrees to this requirement.
G-11	Phase 1: Vendor shall provide documentation describing the proposed database architecture and Data dictionary. Documentation should include models of database design (e.g., entity-relationship diagrams) and Implementation.	М	Y	STC agrees to this requirement.



#### REQUIREMENTS - THE VENDOR RESPONSE

			Y M	
REQ#	REQUIREMENT/DELIVERABLE	M/O	N	VENDOR COMMENTS
GENERAL	REQUIREMENTS			
G-12	Phase 1: Vendor shall provide a Test Plan intended to ensure solution meets the validated set of requirements with respect to functionality, stability, and security. Plan should include descriptions of roles and responsibilities, test data, load testing, performance testing, and procedures for NHIP to access test environment.		Y	STC agrees to this requirement.
G-13	Phase 1: Vendor shall submit a finalized Work Plan within ten (10) days after approval of test results by NH. The Work Plan shall conform to formats described in the Project Management Body of Knowledge published by the Project Management Institute Third Edition (PMBOK Guide, ANSI/PMI 99-001-2004). Finalized Work Plan should include a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, plans for change, quality, Configuration Management, and risk management, and payment schedule. The plan shall be updated no less than every two weeks.	M	Y	STC agrees to this requirement.
G-14	Phase 1: Vendor shall provide an interface design document and Test Plan to address all required System interfaces for new IIS. This includes middleware and, to extent possible, partner system components (e.g., EHRs). Detailed interface descriptions should include process descriptions, data elements, editing criteria, business rules, inputs, outputs, and policy rationale for interface. Test Plans designed to validate data exchanges described in interfaces should address test scripts, test data, Schedule, and error resolution.	M	Y	STC agrees to this requirement.
G-15	Phase 1: Vendor shall develop a business continuity plan that ensures protection of development, testing, training, and production environments. Deliverable should address Vendor's approach for protecting IIS hardware and Software against failures and emergencies that put System operations and services at risk for interruption.	М	Y	STC agrees to this requirement.

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
GENERA	L REQUIREMENTS			
G-16	Phase 1: Vendor shall develop and document hardware and software configuration and tuning of System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project	М	Y	STC agrees to this requirement.
G-16	Phase 2: Vendor shall conduct System analyses and design to update the Implementation and integration plan as needed to reflect additional issues and risks that emerge during the System development process.	М	Y	STC agrees to this requirement.
G-17	Phase 2: Vendor shall document System analyses and design in a System architecture and design document that details how System was implemented in NH enterprise architecture. Documentation should include: business processes, use cases, and Operational flowcharts, narrative and diagrammatic System and data model descriptions; description of operating environment, hardware and Software configurations and component descriptions.	M	. ·	STC agrees to this requirement.
G-18	Phase 2: Vendor shall develop and test Solution designed to achieve validated requirements and in conformance with System architecture and design Documentation and Test Plan		Y	STC agrees to this requirement.
G-19	Phase 2: Vendor shall provide a development environment that shall be used throughout the duration of the Contract to customize and maintain the Solution with minimal disruption to NII programmatic activities. Vendor will identify and supply the necessary components of the development environment including hardware, Software, interfaces and network specifications.		Y	STC agrees to this requirement.



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REQ#	REQUIREMENT	/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
GENERAI	REQUIREMENTS				
G-20	source code library with Vendor will provide a associated Documentati impede such access in a access to enable IIS sur any disruption in contra NH and Vendor. Nonp	provide and maintain a associated Documentation. ccess to source code and ion to NH and will not any way. NH requires such stainability in the event of ctual relationships between roprietary information will sitory, i.e., Harvest, on a	M	Y	STC agrees to this requirement.
G-21	Testing plan that fac bottom-up testing of in- living Documentation o application programmin database interfaces.	provide a Software Unit ilitates code re-factoring, dividual code components, f Software code units and ng interfaces (APIs) and	***************************************	Y	STC agrees to this requirement.
G-22	Management Database (information on the consolution. CMDB shows	provide a Configuration CMDB) as a repository for onfigurable items of the ald support migration of or hosting environment and ts.		Y	STC's fresh install database is considered to be the Configuration Management Database. STC maintains this database with the latest data model framework as well as meta data for state configurations and code tables.
G-23	and System Documenta and maintenance of operating procedures	rovide operating procedures tion to facilitate operation IIS. Vendor will revise and Documentation as from testing, training, or	M	Y	STC agrees to this requirement.
G-24	and test results to ensumeets the functional a described in this RFP. Deliverable is a demonstready for User Accepta	provide a System Test Plan are that new IIS Solution and technical requirements An outcome of this testing stration that the Solution is ance Testing (UAT). Test ddress performance, stress,	M	Y	STC agrees to this requirement.

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#### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
GENERAI	L REQUIREMENTS		74 E	
G-25	Phase 2: Vendor shall facilitate User Acceptance Testing (UAT) of IIS installed on Vendor-supplied test platform. Deliverables include UAT tools to be used by Vendor and NHIP team, web-enabled issue reporting and tracking tool integrated with IIS Change Control mechanisms, and updates to IIS Solution including source code repository and System Documentation. Deficiencies identified during UAT may require Vendor to conduct rework to other Deliverables described in this RFP.	M	Y	STC agrees to this requirement.
G-26	Phase 3: Vendor shall provide an end-user training including training plans and related training materials. End users include NH immunization staff and other stakeholders with role-based access to the IIS. Training plans and materials shall be based on a "train the trainer" model designed to ensure that NH staff will be self-sufficient with respect to training IIS stakeholders. Deliverables should address training methodology, objectives, timeframes, resources, and outcomes.	M	Y	STC agrees to this requirement.
G-27	Phase 3: Vendor shall provide a technical training including training plans and related training materials. Technical users include NH Information Technology staff and other stakeholders with role-based access to the IIS. Training plans and materials shall ensure sufficient knowledge transfer to NH staff for ad-hoc query and report generation and address structure and architecture of IIS. Deliverables should address training methodology, objectives, timeframes, resources, and outcomes.	M	Ÿ	STC agrees to this requirement.
G-28	Phase 3: Vendor shall implement IIS functionality by placing into production a tested and Operational IIS Solution that meets the business, general, technical, security, and hosting requirements described in this RFP. Deliverables shall include a production environment, Implementation Plan, user manual, operating procedures, performance monitoring plan, final readiness assessment, and IIS Implementation.	M	Y	STC agrees to this requirement.

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#### STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES **VAXNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT H** REQUIREMENTS - THE VENDOR RESPONSE



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# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VAXNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT H REQUIREMENTS – THE VENDOR RESPONSE



(Requirement is: mandatory -M, optional -O. Solution is available without modification -Y, with modification -M, or not at all -N.)

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL REQUIREMENTS	18		
T-1	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	М	Y	All interfaces in IWeb meet the requirements for Open Standards and Open Data Formats as identified in RSA 21-R:10 and RSA 21-R:13.
T-2	The State will actively and fairly consider all types of available software for IT software procurements. Open Source Software will be considered equally alongside Proprietary Software.	М	Y	STC agrees to this requirement.
T-3	Web-based compatible and in conformance with the following W3C standards: XHTML 1.0, CSS 2.1, XML 1.0 (fourth edition).	M	M	IWeb is currently using HTML 5 and a combination of CSS 2 and CSS 3. STC will work with the State of New Hampshire to determine the needs for backwards compatibility.
T-5	Solution must utilize graphical user interface (GUI) technologies.	М	Y	IWeb utilizes HTML, CSS and Javascript, including the jQuery library to create the graphical user interface.
T-6	Solution must run on Windows XP or greater operating systems (via browser-based end-user applications).	М	Y	IWeb meets this requirement.
T-7	Solution must support Single Sign-On user Access Control.	M	М	STC will work with the State of New Hampshire IIS Program to develop the requirements for this functionality.
T-8	The IIS shall support best practices in accordance with AIRA/MIROW guide for collaboration with Inventory Management Operations. Vendor will work with State during IIS Implementation to address how Statespecific business rules will be supported.	М	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.



### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL REQUIREMENTS	*.		
T-9	The IIS shall support best practices in accordance with AIRA/MIROW guide for collaboration with Vaccines For Children program. Vendor will work with State during IIS Implementation to address how Statespecific business rules will be supported.	М	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.
T-10	The IIS shall support best practices in accordance with AIRA/MIROW guide for Reminder/Recall. Vendor will work with State during IIS Implementation to address how State-specific business rules will be supported.	М	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.
T-11	The IIS shall support best practices in accordance with AIRA/MIROW guide for Data Quality Assurance. Vendor will work with State during IIS Implementation to address how State-specific business rules will be supported.	М	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.
T-12	The IIS shall support best practices in accordance with AIRA/MIROW guide for Vaccine Level Deduplication. Vendor will work with State during IIS Implementation to address how State-specific business rules will be supported.	M	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.
T-13	The IIS shall support best practices in accordance with AIRA/MIROW guide for Management of Moved or Gone Elsewhere (MOGE) and other patient status designation business rules. Vendor will work with State during IIS Implementation to address how State-specific business rules will be supported.	M	Y	IWeb meets this requirement and STC will work with the State of New Hampshire IIS program to incorporate state-specific business rules.
T-14	IIS shall use standards described in current CDC implementation guides for immunization messaging (including support for HL7 2.5.1).	М	Y	IWeb supports both the CDC HL7 2.5.1 Release 1.4 guide and is backwards compatible for the CDC HL7 2.3.1 guide. HL7 2.4 messages are also accepted.
T-15	IIS shall use standards described in current CDC implementation guides for immunization data values.	М	Y	IWeb meets the current releases of the CDC HL7 guides, including the HL7 2.5.1 Release 1.4 guide.

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### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	ÁL REQUIREMENTS		Fare	
T-16	IIS shall support immunization messaging based on HL7 Clinical Document Architecture, Clinical Care Document (CCD).	O	N	STC is committed to meeting this requirement if this becomes the national standard. Based on our understanding of the current national direction, it is anticipated that Meaningful Use Stage 3 will require HL7 2.5.1. In the event that the CDC and/or ONC select Clinical Care Documents (CCD) as the national standard for Meaningful Use, STC will work with its User Consortium and the appropriate federal agencies to develop requirements for this interface.
T-17	IIS shall give State users the ability to maintain internal tables, change attribute values or properties, modify drop down lists.	М	Y	IWeb properties, attribute lists, and drop down list values are managed on the Administration page. The Define Lookups functionality allows state administrators to set the values that display on dropdown lists.
T-18	The IIS shall provide functionality for batch HL7 messaging.	М	Υ .	PHC-Hub supports batch HL7 messaging.
T-19	The IIS shall provide functionality for real-time HL7 messaging.	М	Y	PHC-Hub supports real-time HL7 messaging, including both updates and queries.
T-20	The IIS shall provide the ability to import from EMR/EHR systems.	М	Y	STC has worked with virtually all EHR vendors and supports the ability to import data using HL7.
T-21	The IIS shall provide functionality to register a client from an external application.	М	Y	IWeb's Provider Agreement module has two components: registration for new providers and re-enrollment for existing providers. The online agreement for new providers is available without logging in to the application.
T-22	The IIS shall provide functionality to extract and send an immunization forecast to an external application.	М	Y	PHC-Hub has the ability to include an immunization forecast in an HL7 query response.

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# REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABI	LE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL REQUIREMENTS				
T-23	The IIS shall allow for wireless devices for field or clinic input.	handheld	0	Y	IWeb operates in a browser can be used on handheld devices such as smartphones and tablets.
T-24	The IIS shall allow barcode scar recognition.	nning and	М	Y	IWeb supports barcode scanning for driver's licenses (2D), patient id barcodes (1D – printed from IWeb), and inventory barcodes (1D – printed from IWeb).  STC is currently developing requirements to implement 2D barcodes for lot number scanning.
T-25	The IIS shall provide Optical Recognition from scanned forms.	Character	M	N <sub>6</sub>	STC recommends using built-in, online provider agreements and other built-in functionality for collecting data. In this manner, the information in the forms will automatically be available to the registry and eliminates the need for third party software to support Optical Character Recognition (OCR). IWeb currently supports online, integrated functionality for provider agreements and other information and STC recommends this functionality as an alternative to scanning forms. Requirement is not met as described; however, a fully alternative approach is recommended
T-26	The IIS shall provide a user interfactor centralized rapid data entry of keyed information and scanned bastate users.	manually	M	Y	lWeb's Paper Data Entry module contains a streamlined workflow that allows data entry users an easy to use interface for rapid data entry.

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#### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL RÉQUIREMENTS			
T-27	IIS converts addresses to use standard US Postal conventions and codes.	0	N	IWeb normalizes addresses for purposes of de-duplication but does not convert all addresses to the USPS standard conventions.
T-28	IIS shall have the ability to create a map using geocodes for statistical reporting.	О	N	IWeb currently contains mapping functions using a third party mapping tool. STC is currently investigating options for migrating to open source GIS mapping tools.
T-29	Contractor shall redesign the vaccine data entry user interface to reduce the number of screens necessary to complete task.	M	Y	IWeb contains an easy-to-use interface for entering vaccinations. The user first double-clicks into a grid screen and then clicks the appropriate button for either adding historical or adding administered vaccinations. The user then reviews and enters the required core data elements and other data for the vaccination. Most data elements support pre-configured settings to default to frequently used values in order to speed data entry. STC will work with the State of New Hampshire IIS Program to ensure that the number of screens and steps to complete tasks is efficient and well-designed.
T-30	IIS shall display age in year/month/day format (e.g., 2 years, 4 months, 3 days).	M	Y	IWeb displays the patient age on both the Patient Demographics page and on the patient header/context information that displays on the vaccination pages.
T-31	IIS shall contain a selection calendar for date fields.	М	Y	IWeb uses a calendar selector for entering date fields in key data entry screens.
T-32	IIS shall provide for Boolean and wildcard searching.	М	Y	IWeb's Patient Search page supports both Boolean (built-in to User Interface) and wildcard searches.

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# REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/D	ELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL REQUIREMENTS				
T-33	IIS shall be able to cond on all related fields (e.g patient middle name, p phone number, vaccin manufacturer, others.	g., IIS number, gender, atient address, patient	M	Y	lWeb supports searching by the listed fields and others on the applicable search screens.
T-34	IIS shall support Secure data exchange.	e File Transport-based	M	Y	For HL7, PHC-Hub supports transport via HTTPS which includes SSL encryption. For flat file transfer, IWeb contains business logic to drop files into a pre-defined directory. File transfer can be automated by scripting FTP (file transfer protocol) to pick up the file. The FTP method used can include SFTP and/or FTPS.
T-35	IIS shall support data e Direct protocol (http://dir		M	M	IWeb does not have built-in support for Direct transport. STC will work with the State of New Hampshire IIS program to develop the requirements; however, STC's recommendations for secure immunization data transport are consistent with the CDC's recommendations in the EHR-IIS Interoperability Enhancement Project, Transport Layer Protocol Recommendation where Direct transport was evaluated and not selected as the recommended solution due to lack of synchronous capability.
T-36	IIS shall support data exservices and Simple O (SOAP).		М	Y	PHC-Hub supports the CDC SOAP WSDL for transporting HL7 messages. This transport occurs over a secure (SSL) connection.



#### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
TECHNIC	AL REQUIREMENTS			
T-37	IIS shall implement a data mart for ad-hoc reporting.	М	Y	IWeb's Data Mart is used for ad-hoc and analytical reporting.
T-38	Configurable role-based access shall be implemented to control user access to IIS functionality, reports, and data. The Vendor shall work with the State to define mutually agreed upon user roles and associated access rights.	М	Y	IWeb's System Administration functionality allows administrative users to control user access with access levels and permissions.
T-39	Have the ability to associate time/date stamped comments or notes to database records.	М	М	STC will work with the State of New Hampshire IIS program to develop requirements for this functionality.
T-40	Have the ability to associate a client email response with the originating email request or notice.	М	М	STC will work with the State of New Hampshire IIS program to develop requirements for this functionality.

REQ#	Tarra a Salara Alice a Autorita and Autorit	M/O	Y M N	VENDOR COMMENTS
350	ERABILITY			
Vendor to	provide interoperability specifics and record la	yout for	the foll	owing: (refer to RFP Table C-4)
T-41	Vaccine Tracking System (VTrckS)	M	Y	IWeb fully supports all four integration points with VTrckS: Provider Data, Orders, Inventory and Shipments.
T-42	NH Medicaid Management Information System (MMIS)	M	Y	IWeb can accept flat files in any format for interfaces with the NH Medicaid Management Information System (MMIS) data. STC will also work with the State of New Hampshire to review the interface requirements for Medicaid interfaces and will implement an interface to the specification.
T-43	New Hampshire Vital Records System	М	Y	IWeb can accept flat files in any format for interfaces with key Vital Records data. STC also supports several states with

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# REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
INTEROP	ERABILITY			
Vendor to	provide interoperability specifics and record la	yout for	the foll	owing: (refer to RFP Table C-4)
				custom Vital Records interfaces, such as a direct database (read only) connection.
T-44	New Hampshire Enterprise Data Warehouse	M	Y	IWeb currently uses ETL (Extract, Transform, Load) scripts to populate the IWeb Data Mart. STC will work with the State of New Hampshire to create similar extraction for the New Hampshire Enterprise Data Warehouse.
T-45	Electronic Health Records Systems	M	Y	PHC-Hub supports the Meaningful Use Stage 2 requirements and allows providers to interface their EHR systems with the registry using HL7 2.5.1. In addition, PHC-Hub supports HL7 2.3.1 and IWeb allows flat-file imports. PHC-Hub is also fully enabled for bi-directional queries (anticipated to be included in Meaningful Use Stage 3) for both HL7 2.5.1 and HL7 2.3.1.
T-46	National Provider Identifier (NPI)	М	М	STC will work with the State of New Hampshire to develop requirements for this interface.
Т-47	Various systems, e.g., Women, Infants, and Children (WIC), maternal child health (MCH) systems	M	Y	IWeb can accept flat files in any format for interfaces with the WIC and other maternal/child health system data. STC will also work with the State of New Hampshire to review the interface requirements for the WIC and maternal/child health interfaces and will implement an interface to the specification.
T-48	Inventory Resource Management System (IRMS)	М	Y	IWeb utilizes a flat file interface to allow inventory detail to be imported from or exported to an SNS or other inventory management system.

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#### REQUIREMENTS - THE VENDOR RESPONSE

REQ# INTERO	REQUIREMENT/DELIVERABLE PERABILITY	M/O	Y M N	VENDOR COMMENTS
Vendor to	provide interoperability specifics and record la	yout for	the foll	owing: (refer to RFP Table C-4)
Т-49	Countermeasure Response Administration (CRA)	М	Y	IWeb's Countermeasure Response Administration (CRA) module contains the interfaces for CDC reporting during the event of a pandemic or other immunization campaign. STC's clients utilized the CRA module extensively during H1N1 for both data collection and reporting.
T-50	New Hampshire Electronic Disease Surveillance System (ND EDSS)	M	Y	ND EDSS will be able to easily integrate with IWeb existing logic to establish an HL7 query connection. This is a simple configuration in ND EDSS and allows users to see patient vaccination history when managing and reviewing cases.
T-51	Various state IISs	M	Y	IWeb contains built-in functionality for interfacing with other state IISs. This functionality uses HL7 query messages. For other states supported by STC, this functionality can be enabled with a simple configuration and be operating within minutes. For states using other IIS systems, IWeb can interface with any state that currently allows HL7 queries via HTTPS Post. STC has worked with the State of Mississippi to develop an interface with Alabama. State IIS interfaces are currently in place in the following areas: a) Regionally: Louisiana/ Mississippi/Alabama and Washington/Oregon; b) Seasonal Winter Travelers: Washington/Arizona. In addition, the State of Louisiana enabled State IIS interfaces with multiple states following Hurricane Katrina, and

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE ERABILITY	M/O	Y M N	VENDOR COMMENTS
Vendor to	provide interoperability specifics and record lay	yout for	the foll	owing: (refer to RFP Table C-4)
				allowed access to their registry for all 50 states, either manually or electronically, in response to that natural disaster.
T-52	New Hampshire Health Information Organization (NH HIO)	M	Y	PHC-Hub uses HL7 2.5.1 or HL7 2.3.1 to establish and manage interfaces with HIEs, like NH HIO. Most of the states that STC supports have established or are working to establish interfaces with the state HIE. IWeb and PHC-Hub contain logic to allow an HIE to submit records on behalf of the provider and to reflect the resulting patient ownership in the registry correctly with the provider.
T-53	Vaccine Adverse Event Reporting System (VAERS)	М	Y	IWeb's VAERS Interface prepopulates the VAERS form for the provider and allows the provider to populate additional fields and details. The provider can then save the form and send it to the VAERS. STC has previously investigated an automatic interface with VAERS and, at the time, was not able to establish an automated interface due to the VAERS system readiness. STC will work with the State of New Hampshire IIS Program and the CDC to identify the specification for a VAERS interface and develop the requirements to implement an automated interface.



#### REQUIREMENTS - THE VENDOR RESPONSE

(Requirement is: mandatory - M, optional - O. Solution is available without modification - Y, with modification - M, or not at all - N.)

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
SECURIT	Y REQUIREMENTS		14,	
S-1	Verify the identity or authenticate all of the system client applications before allowing use of the System to prevent access to inappropriate or confidential data or services	M	Y	IWeb authenticates all users, including automated and system users, through a username/password login process before allowing access to any data or functionality in IWeb.
S-2	Verify the identity to 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.	М	Y	IWeb authenticates all users through a user login process before allowing access to any data or functionality in IWeb.
S-3	Enforce unique user names.	M	Y	IWeb requires that each username in the application be unique.
S-4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's Statewide <i>User Account and Password Policy</i>	M	Y	IWeb contains extensive password rule configurations, including password lengths.
S-5	Enforce the use of complex passwords for general users using capital letters, numbers, and special characters.	M	M	IWeb contains extensive password rule configure-tions, including use of letters and numbers. IWeb can be enhanced to support special characters as well.
S-6	Encrypt passwords in transmission and at rest within the database.	М	Y	IWeb utilizes a one-way encryption for system passwords. Only encrypted passwords are stored. Passwords cannot be decrypted, and therefore cannot be displayed or printed. In addition, the password field on the IWeb login screen masks the characters that are typed and is encrypted via HTTPS during transmission.



#### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/D	ELIVERABLE	M/O	Y M N	VENDOR COMMENTS
SECURITY	Y REQUIREMENTS				
S-7	Expire passwords after 6	0 days	М	Y	IWeb allows registry administrators to define the number of days between password expirations.
S-8	Authorize users and prevent access to inapp data or services.	• •	M	Y	IWeb's System Administration functionality allows administrative users to control user access with access levels and permissions to authorize access.
S-9	Provide ability to limit that can grant or change		М	Y	Only designated/authorized users with system administrator access can grant or change user access.
S-10	Establish ability to enduring periods of inactive		M .	Y	IWeb automatically times the user out after a pre-determined period of inactivity. The default timeout time is 15 minutes but can be configured by registry administrators.
S-11	Ensure application hardened to prevent critiflaws. (At a minimum, tested against all flaws Web Application Security (http://www.owasp.org/ip_Ten_Project))	the application shall be outlined in the Open rity Project (OWASP) Ten		Y	STC agrees to this requirement.
S-12	The application shall n credentials or sensitive I		М	Y	1Web utilizes a one-way encryption for system passwords. Only encrypted passwords are stored. They are stored in the database, not in source code. Passwords cannot be decrypted, and therefore cannot be displayed or printed.
S-13	Audit all attempted identification, authentication requirements		M	Y	IWeb tracks all failed attempts to access the application. Administrative users can monitor these attempts using the Bad Logins Report.

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#### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	- REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
SECURITY	REQUIREMENTS	10 to	A.V.	
S-14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. Application logs are automatically backed up by the System on a calendar month for retrieval.	М	Y	IWeb's Security Module manages the auditing and tracks all inserts/updates/deletes of patients and vaccinations as well as queries and reviews. Audit logs are included in the standard database backup.
S-15	The application must validate if a User wants to terminate the session prior to terminating the session.	M	M	The user exits the application by clicking the Logout menu item. Currently, IWeb does not verify with the user that they wish to logout. STC will work with the State of New Hampshire to develop the requirements for this functionality.
S-17	Use only the Software and System Services designed for use	М	Y	STC agrees to this requirement.
S-18	The application Data shall be protected from unauthorized use when in transit and at rest	М	Y	STC's architecture and interface standards are designed to ensure that data is protected both in transit and at rest.
S-19	Keep any sensitive Data or communications private from unauthorized individuals and programs.	М	Y	STC agrees to this requirement.
S-20	Subsequent application Enhancements or upgrades shall not remove or degrade security requirements	М	Y	STC agrees to this requirement.
S-21	Create change management Documentation and procedures	М	Y	STC agrees to this requirement.

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### REQUIREMENTS – THE VENDOR RESPONSE

REQ##	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENT	<b>'S</b>
SECURITY	Y REQUIREMENTS		100 ga 100 g 100 ga 100 ga		
S-22	Vendor shall provide a Security Strategy describing Vendor's approach to managing information security risks for the IIS Project. This security strategy will ensure that IIS and Data are secured according to HIPAA Security Rule and Federal Information Processing Standards <sup>7</sup> and NH and industry standards. Strategy shall address Vendor's approach to accountability, risk management, legal and best practice compliance, and technical security. State review and approval is required	M	Y	requirement.	nis
S-23	Vendor shall develop a Security Plan encompassing the topics of workforce, incident reporting, technical security of information assets throughout lifecycle (creation to destruction). State review and approval is required	М	Y	requirement.	nis
S-24	Vendor shall develop a detailed Physical Security Design for Contractor controlled hosting facility. Physical Security Design shall address narrative description of environmental security including perimeter security and entry controls, alarms, and monitoring. State review and approval is required	М	Y	STC agrees to the requirement.	nis
S-25	Vendor shall develop a detailed Logical Security Design for IIS computer and network systems. Logical Security Design shall address narrative description of logical security controls including application security, intrusion management, host hardening, anti-virus, remote access, Encryption, monitoring, and reporting. State review and approval is required	М	Y	STC agrees to the requirement.	nis
S-26	Vendor shall implement and document all procedures and features described in the Physical and Logical Security Plans security configurations.	М	Y	STC agrees to the requirement.	nis

http://library.ahima.org/xpedio/groups/public/documents/ahima/bok1\_048519.hcsp?dDocName=bok1\_048519 http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf

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#### REQUIREMENTS – THE VENDOR RESPONSE

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SECURITY	REQUIREMENTS						
S-27	All Software and hardware shall be free of malicious code.	М	Y	STC require	agrees ement.	to	this
S-28	Vendor shall provide a third-party independent validation that the application has been properly hardened and secured. Written signoff by State CIO or designee is required accepting the results		Y	STC require	agrees ement.	to	this

#### STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VAXNH IMMUNIZATION INFORMATION SYSTEM **CONTRACT 2014-008- PART 3 EXHIBIT H** REQUIREMENTS - THE VENDOR RESPONSE



(Requirement is: mandatory - M, optional - O. Solution is available without modification - Y, with modification - M, or not at all - N.)

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS - OPERATIONS			
H-1	Vendor shall maintain a secure hosting environment consisting of a multi-tier architecture (web server, application server, data mart for ad-hoc reporting, and database server) and providing all necessary hardware (including hardware maintenance support fees), software, and Internet bandwidth to manage the application and support users with permission based logins.  State access is intended to be via both VPN and Internet Browser which will be the current IE	M	Y	STC agrees to this requirement. STC current supports IE 8 and above.
Н-1.а	version supported by State.  At the State's option and written approval, authorized third parties may be given limited access by the Vendor to certain levels of the State's System through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Y	STC agrees to this requirement.
H-1.b	Vendor's hosted Solution shall have four environments named Development, Test (or UAT), Training, and Production.	М	Y	STC agrees to this requirement. STC typically recommends three environments for state environments and maintains a separate environment for development.
H-1.c	Vendor's hosted Solution shall provide ability to retain online, real-time lifetime data access for a minimum of 1.5 million current clients increasing to 2.3 million clients.	M	Y	IWeb is designed as a birth to death, lifetime registry and can easily support millions of clients. STC's largest registry implementation has: Almost 7 million patients, over 50 million vaccinations, and over 25 thousand users.
H-1.d	Vendor's hosted Solution shall provide ability to meet peak performance use requirement of not less than 500 simultaneous users with a	М	Y	lWeb utilizes database connection pooling to manage user load on the database.

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#### REQUIREMENTS – THE VENDOR RESPONSE

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HOSTING	REQUIREMENTS – OPERATIONS		•	
	peak up to 2,000 simultaneous users.			Additionally, the 3-tier application environment is designed so that it can either be used with a load balancer or without, depending on the state's needs. STC's IWeb clients have over 3,000 active users and the three largest state clients have over 10,000 each. The largest state has over 24,000 active users enrolled in the registry.
H-1.e	Vendor's hosted Solution shall provide ability to support 20,000 births per year and 1.5 million immunization records per year.	M		IWeb successfully supports large statewide immunization registries. STC's largest registry implementation has: Almost 7 million patients, over 50 million vaccinations, and over 25 thousand users. In addition, STC largest state by births per year is the State of Arizona which has over 100,000 births per year which are all imported into the registry using a Vital Records interface.
H-2	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, or other W3C compliant browser and 128 bit Encryption.		М	STC recommends that users access the application via Internet Explorer 8 or above. IWeb also works with Firefox (14.0+), Chrome (17.0+) and Safari (5.0+). If necessary, STC will work with the State of New Hampshire to determine the requirements for backwards compatibility. However, Microsoft is currently estimating IE 6 use at just 0.2% in the United States. STC recommends newer browser versions in order to enable all users to have a more

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Exhibit H



### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS – OPERATIONS		- 484	
				innovative and usable product.
H-2.a	Vendor will not be responsible for the State's network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, issues that are the responsibility of the State Internet Service Provider.	М	Y	STC agrees to this requirement.
H-3	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall Services, and managed backup Services.		Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.com/pdf/AWS Security Whitepaper.pdf) provides the following information related to physical security:  Climate and Temperature  "Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels."
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH.



#### REQUIREMENTS - THE VENDOR RESPONSE

REQ#		M/O	Y M N	VENDOR COMMENTS.
HOSTING	REQUIREMENTS - OPERATIONS	3	Alcer 1	
	maximum dew point of 62 °F.			Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.c om/pdf/AWS Security Whitepa per.pdf) provides the following information related to physical security:  Climate and Temperature  "Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels."
H-6	Data Center Backup Power — uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.c om/pdf/AWS Security Whitepa per.pdf) provides the following information related to physical security: Power "The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide back- up power in the event of an electrical failure for critical and essential loads in the facility.

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# REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS OPERATIONS			
				Data centers use generators to provide back-up power for the entire facility."
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 1 ½ days of operation.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.com/pdf/AWS Security Whitepaper.pdf) provides the following information related to physical security:  Power  "The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide back-up power for the entire facility."
H-8	Data Center Floor – a raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. The proposed hosting service provides a raised floor physical configuration.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.com/pdf/AWS Security Whitepaper.pdf) provides the following information related to physical



# REQUIREMENTS – THE VENDOR RESPONSE

	REQUIREMENT/DELIVERABLE	M/O N		VENDOR COMMENTS
HOSTING	REQUIREMENTS OPERATIONS			security:  Fire Detection and Suppression  "Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems."
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.c om/pdf/AWS Security Whitepa per.pdf) provides the following information related to physical security: Physical Security "AWS's data centers are state of the art, utilizing innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff

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# REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS – OPERATIONS			
				utilizing video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.  AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical access to data centers by AWS employees is logged and audited routinely."
H-11	Vendor must monitor the application, database,	M	Y	STC agrees to this requirement.
	connectivity, interfaces, and all servers with established performance checks and must automatically notify the application support personnel 24x7x365 when it detects any abnormalities.			
H-11a	Vendor must, upon NH's request, install other specified monitoring programs on the hardware as part of the IIS installation and will train their personnel to operate said programs as an integral part of the application monitoring and support obligation.	М	Y	STC agrees to this requirement.
H-12	Vendor shall manage the databases and Services on all servers located at the Vendor's facility.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH.

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# REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O*	Y M N	VENDOR COMMENTS:
HOSTING	REQUIREMENTS - OPERATIONS			
H-13	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	М	Y	STC agrees to this requirement.
H-14	Vendor shall monitor System, security, and application logs.	М	Y	STC agrees to this requirement.
H-15	Vendor shall manage the sharing of data resources.	М	Y	STC agrees to this requirement.
H-16	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y	STC agrees to this requirement.
H-17	The Vendor shall monitor physical hardware.	M	Y	STC agrees to this requirement.
H-18	The Vendor shall immediately report any significant performance issues or Breach of Security to the State of New Hampshire Immunization Program Director via telephone and in writing.	M	Y	STC agrees to this requirement.

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS – DISASTER RECOVERY			
H-19	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire, including responsibility for 1) disaster recovery planning, testing, and Implementation, and 2) provision of disaster recovery sufficient to restore full production mode within 24 hours regardless of circumstance.	М	Y	STC agrees to this requirement.
H-20	Vendor shall have documented disaster recovery plans that address the recovery of lost State Data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y	STC agrees to this requirement.
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, Systems shall offer a level of redundancy so the loss of a drive or power	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.

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# REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS – DISASTER RECOVERY	<b>Y</b>		
	supply will not be sufficient to terminate Services, however, these failed components will have to be replaced.			
H-22	Vendor shall adhere to a defined and documented back-up schedule and procedure.	М	Y	STC agrees to this requirement.
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	М	Y	STC agrees to this requirement.
H-24	Daily backups of production server and weekly backups of all servers must be completed regularly.	М	Y	STC agrees to this requirement.
H-25	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y	STC agrees to this requirement.
H-26	If State Data is personally identifiable, data must be encrypted in the operation environment and on backup tapes.	М	Y	STC agrees to this requirement.
H-27	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Y	STC agrees to this requirement.

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS	128 <b>- 13</b> 8 (118)
HOSTING	REQUIREMENTS - NETWORK ARCHITEC	TURE			
H-29	The Vendor must operate hosting Services on a network offering adequate performance to meet the current and any future business requirements for the State application.		Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.	
H-30	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple		Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.	

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O.	Y M N	► VENDOR COMMENTS:
HOSTING	REQUIREMENTS – NETWORK ARCHITEC	TURE		
	Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.			
H-31	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.		Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-32	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-33	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	GREQUIREMENTS - SECURITY			
H-34	The Vendor shall employ security measures to ensure that the State's application and data is protected.	М	Y	STC agrees to this requirement.
H-35	If State Data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-36	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.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-37	All components of the infrastructure shall be	M	Y	STC intends to use Amazon Web

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS - SECURITY	*	1	
	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.			Service (AWS) to host VaxNH. AWS will meet this requirement.
Н-38	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All Software and hardware shall be free of malicious code.	M	Y	STC agrees to this requirement.
H-39	The Vendor shall notify the State's Project Manager of any security Breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Y	STC agrees to this requirement.
H-40	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer or designee in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	STC agrees to this requirement.
H-41	The Vendor shall be solely liable for costs associated with any Breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Y	STC agrees to this requirement.
H-42	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Y	STC agrees to this requirement.
H-43	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	М	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. Amazon's Security Whitepaper, dated March 2013 (http://awsmedia.s3.amazonaws.com/pdf/AWS_Security_Whitepaper.pdf) provides the following

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### REQUIREMENTS - THE VENDOR RESPONSE

	Y M	
REQ# REQUIREMENT/DELIVERABLE	M/O N	VENDOR COMMENTS
HOSTING REQUIREMENTS - SECURITY		
200 April 190 Ap		information related to physical
		security:
		Fire Detection and Suppression
		"Automatic fire detection and
		suppression equipment has been
		installed to reduce risk. The fire
		detection system utilizes smoke
	•	detection sensors in all data
		center environments, mechanical
		and electrical infrastructure
		spaces, chiller rooms and generator equipment rooms.
		These areas are protected by
		either wet-pipe, double-
		interlocked pre-action, or
		gaseous sprinkler systems."
		Physical Security
		"AWS's data centers are state of the
		art, utilizing innovative architectural
		and engineering approaches. Amazon
		has many years of experience in
		designing, constructing, and
		operating large-scale data centers.
		This experience has been applied to
		the AWS platform and infrastructure.
·		AWS data centers are housed in
		nondescript facilities. Physical access
		is strictly controlled both at the
		perimeter and at building ingress
		points by professional security staff
		utilizing video surveillance, intrusion
		detection systems, and other
		electronic means. Authorized staff
		must pass two-factor authentication a
		minimum of two times to access data
		center floors. All visitors and
		contractors are required to present
		identification and are signed in and
		continually escorted by authorized

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/D	ELIVERABLE		Y M N	VENDOR COMMENTS 1
HOSTING F	REQUIREMENTS - SE	CURITY			
					staff.  AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical access to data centers by AWS employees is logged and audited routinely."  Power  "The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations, 24 hours a day, and seven days a week. Uninterruptible Power Supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility.
					Data centers use generators to provide back-up power for the entire facility."  Climate and Temperature  "Climate control is required to maintain a constant operating
			,		temperature for servers and other hardware, which prevents overheating and reduces the
					possibility of service outages.  Data centers are conditioned to maintain atmospheric conditions
					at optimal levels. Personnel and systems monitor and control



### REQUIREMENTS - THE VENDOR RESPONSE

	REQUIREMENT/DELIVERABLE REQUIREMENTS - SECURITY	M/O N	I	VENDOR GOMMENTS:
				temperature and humidity at appropriate levels."
H-44	The vendor shall ensure all Documentation, application configuration, and development resources associated with the Implementation are hosted in the State's Configuration Management Database.		Y	STC agrees to this requirement.

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS - SERVICE LEVEL AGRI	EEMENT	•	
H-45	The Vendor's System support and maintenance shall commence upon the end-user testing and extend through the end of the Contract Term, and any extensions thereof.	М	Y	STC agrees to this requirement.
H-46	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing hardware refreshes every three to five (3-5) years and upgrades and fixes as required.	M	Y	STC intends to use Amazon Web Service (AWS) to host VaxNH. AWS will meet this requirement.
H-47	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.	М	Y	STC agrees to this requirement.
H-48	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday ET.	М	Y	STC agrees to this requirement.
H-49	The Vendor response for support shall conform to problem resolution escalation procedures that prioritize problems based upon mutually agreed protocols.	М	Y	STC agrees to this requirement.
H-50	The hosted Solution for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	М	Y	STC agrees to this requirement.
H-51	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully		Y	STC agrees to this requirement.

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### REQUIREMENTS - THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELIVERABLE	M/O	Y M N	VENDOR COMMENTS
HÖSTING	REQUIREMENTS - SERVICE LEVEL AGRI	EEMEN	[ [allow	
	functioning, hosted System.			
H-52	A regularly scheduled maintenance window shall be identified in agreement with NH (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y	STC agrees to this requirement.
Н-53	The Vendor will give a minimum of two- business day's prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Y	STC agrees to this requirement.
H-54	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	М	Y	STC agrees to this requirement.
H-55	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	М	Y	STC agrees to this requirement.
H-56	The Vendor shall use a change management policy for notification and tracking of change requests (CR) as well as critical outages.	М	Y	STC agrees to this requirement.
Н-57	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.		Y	STC agrees to this requirement.
H-58	All hardware and Software components of the Vendor hosting infrastructure shall be fully supported by Vendor's licensing and maintenance Contracts with respective suppliers and 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.	М	Y	STC agrees to this requirement.
H-59	The Vendor shall maintain a record of the activities related to repair or maintenance	М	Y	STC agrees to this requirement.



### REQUIREMENTS – THE VENDOR RESPONSE

REQ#	REQUIREMENT/DELTYERABLE.	M/O	Y M N	VENDOR COMMENTS
HOSTING	REQUIREMENTS - SERVICE LEVEL AGRI	EEMENT		
	activities performed for the State and shall report quarterly on the following:  • Server up-time  • All change requests implemented, including  •Operating System patches  • All critical outages reported including actual issue and resolution  • Number of Deficiencies reported by class with initial response time as well as time to close.			
H-60	For any outage greater than 15 minutes, the Vendor will provide an Incident Report for the interruption of service immediately to the State. An Incident Report should document (but not be limited) to: outage cause, solution implemented, amount of downtime, related communications, suggested support improvements, and suggested System improvements when the System has been brought back online.	М	Y	STC agrees to this requirement.
H-61	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files.	М	Y	STC maintains a secure (FTPS) site for each of its state clients.

WORK PLAN



Scientific Technologies Corporation's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Scientific Technologies Corporation's plan to implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Scientific Technologies Corporation and State Project Managers.

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

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

### 1. GENERAL PROJECT REQUIREMENTS

#### A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
  - a. Donna McKean, Project Manager
  - b. Marcella Bobinsky, Project Owner
  - c. Vinod Brahmapuram, Information Security Officer
  - d. Michael O'Neil, Information Technology Manager
  - e. Jose Montero, Executive Owner
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Scientific Technologies Corporation shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### **B.** Logistics

- The Scientific Technologies Corporation Team may perform elements of this Project at State facilities at no cost to Scientific Technologies Corporation.
- The Scientific Technologies Corporation Team may perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The Scientific Technologies Corporation Team shall honor all holidays observed by Scientific Technologies Corporation or the State, although with permission, may choose to work on holidays and weekends.

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**WORK PLAN** 



• The State shall provide adequate facilities for the Scientific Technologies Corporation Team, including PCs, and phones. A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Scientific Technologies Corporation Team and shall be available when the Project begins.

#### C. Conversions

- The Scientific Technologies Corporation Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Scientific Technologies Corporation technical team, a subset of the conversions. The Scientific Technologies Corporation Team shall lead the State with the mapping of the legacy Data to the Scientific Technologies Corporation applications.
- Additionally, the Scientific Technologies Corporation Team shall:
  - 1. Provide the State with Scientific Technologies Corporation application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Scientific Technologies Corporation Team shall identify the APIs the State should use in the design and development of the conversion.
  - 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  - 3. Lead the review of functional and technical Specifications.
  - **4.** Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.
  - 5. Reference Section I.4, Table 4.1 for list of Conversions

### D. Not Used

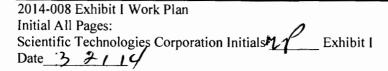
#### E. Reporting

• Scientific Technologies Corporation shall conduct status meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation as noted in Exhibit D-1.

### F. User Training

- User Training is more fully explained in Exhibit L, Training Services
- The Scientific Technologies Corporation Team shall lead the development of the end-user training plan.
- A train-the-trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

### G. Performance and Security Testing



**WORK PLAN** 



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

### H. Change Management

- Scientific Technologies Corporation Project Manager is ultimately responsible for this activity. The changes expected for the VaxNH project will primarily evolve from the development and deployment process.
- The tracking system to be used, JIRA is provided via client portal and allows Scientific Technologies Corporation to initially capture and manage potential scope management items together. The vendor uses JIRA to record all development project specifics to include bugs identified, suggested changes in existing functionality or work flow, and identified new functionality, all of which can result in scope change if not managed. In JIRA, the Scientific Technologies Corporation Team and the State Team, who also has full access to this environment, will log all technical issues.
- Issues as described above are classified as Answer Desk Tickets (AD) or change requests (CR). A CR is requested by the user; it changes the functionality of the system by adding to or a modifying the requirements established in the original SOW. The Scientific Technologies Corporation Project Manager, will work with the State to establish a business case for a proposed change request, set up and conduct meetings with the SMEs to determine scope, impact, constraints, and timeline for completion. The vendor Project Manager will generate and provide this to the State for review, approval, and signature.

### 2. ROLES AND RESPONSIBILITIES

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

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WORK PLAN



### • Scientific Technologies Corporation Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Scientific Technologies Corporation Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Scientific Technologies Corporation Team members;
- Provide weekly updated progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

### • Scientific Technologies Corporation Team Analysis

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

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

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### • Scientific Technologies Corporation Team Tasks

The Scientific Technologies Corporation team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Development and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

### B. State Roles and Responsibilities

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

### State Project Manager

The State Project Manager shall work side-by-side with the Scientific Technologies Corporation Project Manager. The role of the State Project Manager is to coordinate State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and coordinate 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:

- Assist Scientific Technologies Corporation team to plan and conduct a kick-off meeting.
- Assist the Scientific Technologies Corporation Project Manager in the development of a detailed Work Plan:
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and facilitate with Department of Information Technology access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Scientific Technologies Corporation Project Manager of any urgent issues if and when they arise;
- Assist the Scientific Technologies Corporation team staff to obtain requested information if and when required to perform certain Project tasks; and
- Coordinate the State's testing efforts. Responsibilities include:

**WORK PLAN** 



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

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

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

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist State Project Manager upon request;
- · Attend Project meetings when requested; and
- Assist in training end users in the use of the Scientific Technologies Corporation Software Solution and the business processes the application supports.

### **IT Security Group**

The IT Security Group will monitor the implementation of the Application's security systems based on the State's security requirements.

### 3. SOFTWARE APPLICATION

- Iweb uses a web-based (accessed with browsers), 3-tiered architecture. The system is implemented with a Model-View-Controller (MVC) architectural pattern, separating the view presented to the user (JSP 2.1; Servlet 2.5) from the controller or business logic (Java 6), which in turn accesses the Oracle data model.
- Hardware Environment: Production, Training, Test and Development.
- Software Environment: Windows, Unix, or Linux (operating system); Oracle 10g or 11g (database); Tomcat 6 or 7 (application server); Java 6 or 7 (application language).
- Iweb requires two servers per environment (not including any fail-over dedicated servers or load-balancing servers). The first is the database server and the second is the web/application server. Both servers can utilize Microsoft Operating Systems. Iweb uses Tomcat 6 or 7 as its application server. Tomcat can either also operate as the web server or can be interfaced with IIS and use IIS as the web server. Iweb uses an Oracle 10g or Oracle 11g database. Iweb is developed in Java 6 and utilizes the Struts Framework.
- Client workstations

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- Iweb is a web application. This application must be made available on the Internet via HTTPS to
  ensure transmission security. Appropriate user authentication and authorization will be used as
  well. No additional software other than a browser is required to access Iweb. STC supports Iweb
  on the following browsers:
- Internet Explorer (8.0+)
- Firefox (14.0+)
- Chrome (17.0+)
- Safari (5.0+)
- Supported configurations
- Iweb can be installed and deployed on either Linux or Microsoft Operating Systems. Iweb is fully supported on Oracle databases (recommended 11i).
- External components
- Iweb does not require any external components to be installed on other platforms.
- Application servers
- Iweb uses Tomcat 6 or 7 as its application server. Tomcat can either also operate as the web server or can be interfaced with IIS and use IIS as the web server.

### 4. CONVERSIONS

The following Table 4.1 identifies the conversions within the scope of this Contract.

**Table 4.1: Planned Conversions** 

Conversion	Components, If applicable	Lead Responsibility	Description
是一位	Convert all birth data, current ages 0 months to 18 years, all death records of same ages.	DoIT/Program Staff	Accept flat files in any format or receive interface requirements from State to implement an interface to the specification
	Convert Medicaid claims data for children up to age nineteen plus all data for the last 2-3 years inclusive of adults.	MMIS Dir.	Accept flat files in any format or receive interface requirements from NH Medicaid to implement an interface to the specification



Conversion	Components. If applicable	Lead Responsibility	Description
	Convert data elements as required by CDC and as needed by NH system, including but not limited to: Vaccine type Vaccine type Vaccine manufacturer Vaccine lot number Vaccine expiration date Vaccine dose number Vaccine injection site Vaccine provider VFC Eligibility Historical Vaccination flag History of Varicella disease indicator	Hospital IT Administrator	Will interface using HL7 3.5.1 and HL7 2.3.1 and flat-file imports.
	Convert immunization data recorded in previous public health emergency preparedness and response functions. Includes mass vaccination responses to outbreaks and pandemics.	ESU	Utilize a flat file interface
	Convert immunization data recorded in previous public health emergency preparedness and response functions. Includes mass vaccination responses to outbreaks and pandemics.	Surveillance	Utilize a flat file interface



Conversion	Components, If applicable	Description				
	Convert data containing vaccine providers, provider groups, vaccine inventory, vaccine availability, forms.		Four integration points in VTrckS: Provider Data, Orders, Inventory and Shipments			

### 5. Conversion Testing Responsibilities

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

### 6. INTERFACES

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

Table 5.1: In-Scope Interfaces

Interface	Components, if applicable	Responsible Party	Description	
	IIS interoperability with and support for vaccine inventory management functions.	Immunization	Daily data feed	



Interface	Components, if applicable	Responsible Party	Description
	IIS interoperability with and support for NH's data warehouse.	State Dba	Daily feed
	IIS interoperability with and support for electronic health records systems used by clinical healthcare providers in NH.	EMR vendors and Medical System IT	Daily feed
	IIS interoperability with and support for NH's vital records management system. Includes ability to update IIS when birth, name change, and death information are recorded in vital records.	State Dba	Daily feed
	IIS interoperability with and support for NH Health and Human Services programs.	MMIS Director	Daily feed



Interface	Components, if applicable	Responsible Party	Description
	interoperability with and support for public health emergency preparedness and response functions. Includes mass vaccination responses to outbreaks and pandemics.	Surveillance	As needed
	interoperability with and support for public health emergency preparedness and response functions. Includes mass vaccination responses to outbreaks and pandemics.	ESU	As needed
15-27	IIS interoperability with and support for public health reportable disease surveillance functions.	Surveillance	As needed
	WIC, MHC, other IISs	TBD	TBD
	TBD	TBD	TBD

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### A. Interface Responsibilities

- The Scientific Technologies Corporation Team shall provide the State Scientific Technologies
  Corporation Application Data requirements and examples, of data mappings and interfaces
  implemented on other Projects. The Scientific Technologies Corporation Team shall identify the
  APIs the State should use in the design and development of the interface.
- The Scientific Technologies Corporation Team shall lead the State with the mapping of legacy data to the Scientific Technologies Corporation Applications.
- The Scientific Technologies Corporation Team shall lead the review of functional and technical interface Specifications.
- The Scientific Technologies Corporation Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Scientific Technologies Corporation Team shall document the functional and technical Specifications for the interfaces.
- The Scientific Technologies Corporation Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- The Scientific Technologies Corporation Team shall develop and Unit Test the interface.
- The State and the Scientific Technologies Corporation Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State shall document the technical changes needed to legacy systems to accommodate the interface
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Scientific Technologies Corporation Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

### 7. APPLICATION MODIFICATION

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

Table 6.1: Modifications - Scientific Technologies Corporation Developed

Requirement	Enhancement Description						
	Includes four annual releases						

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### 8. PRELIMINARY WORK PLAN

Project Phase & Activity				Date (201	4)		
Phase 1	May	Jun	Jul			Oct	Nov
	Мау	Jun	Jul	Aug	Sep	Oct	Nov
system will meet the stated needs							
1.5 Requirements Gathering						······································	
<ul> <li>Conduct Research and Requirements Validation</li> <li>Review of the system's ability to meet the program goals and workflows identified during the kick off week</li> <li>Conduct Technical and Information Architecture Review</li> <li>Requirements Report</li> </ul>							
1.8 System Architecture and Design							
Documentation and Reporting							

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Project Phase & Activity				Date (201	4)		
Phase 1	May	Jun	Jul	Aug	Sep	Oct	Nov
1.9 Implementation and Integration Plan					,		
<ul> <li>Develop Implementation Plan</li> </ul>							
<ul> <li>Based on identified priorities identified during the kick off and requirements gathering phases develop recommendations regarding the final implementation plan</li> <li>Review implementation plan with Immunization Program</li> <li>Finalize Implementation Plan</li> <li>Develop Integration Plan</li> <li>Review any system integration needs</li> <li>Draft Plan</li> </ul>							
Finalize Plan							
1.10 Database Architecture and							
Data Dictionary							
<ul> <li>Submit for review by Immunization Program staff</li> <li>Finalize Document</li> </ul>							
1.11 Interface Design and Test Plan							
<ul> <li>Review list of key stakeholders and partner interfaces</li> <li>Develop goals and specs for each interface identified</li> <li>Finalize provider HL7 onboarding process</li> <li>Submit for review by Immunization Program staff</li> <li>Finalize Document</li> </ul>							

**WORK PLAN** 



Project Phase & Activity				Date (20	014)		
Phase 1	May	Jun	Jul	Aug	Sep	Oct	Nov
1.13 Performance Tuning and Stress Testing Plan  • Meet with the Agency IT Liaison to develop testing plan and identify how the proposed IT architecture solution meets the state's requirements for performance and load.  • Agency IT drafts plan  • Submit for review by Immunization Program staff				Aug	Оер	Oct	NOV
<ul> <li>Finalize Document</li> </ul>							
<ul> <li>1.14 Third party validation of system hardening and security</li> <li>Compile applicable certifications for review by the NH State CIO.</li> <li>Determine if additional third party verification is needed</li> <li>Finalize validation process</li> </ul>							
Review HIPPA and security policies with immunization program     Submit document for review by Immunization Program staff							
<ul> <li>Finalize document</li> <li>1.16 Physical and Logical Security</li> <li>Design</li> <li>Submit for review by</li> </ul>							·
Immunization Program staff  • Finalize Document  1.17 Business Continuity Plan						***************************************	
Submit for review by Immunization Program staff     Finalize Document  1.18 Security Plan     Submit for review by							
Immunization Program staff • Finalize Document							

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Project Phase & Activity		Date (2014)					
Phase 1	May	Jun	Jul	Aug	Sep	Oct	Nov
1.20 Finalized Work Plan							
1.21 Network Redundancy State							
Acceptance							
1.22 Involce Milestone 1							

Project Phase & Activity				Date (201	4)		
Phase 2	May	Jun	Jul	Aug	Sep	Oct	Nov
2.1 Provide Development							
Environment							
<ul> <li>Set up test environment on</li> </ul>							
Amazon hosted							
environment							
2.2 Provide Software							
2.3 Install System and Configure							
Software							
2.4 Conduct System Analysis and							
Design							
2.5 Develop Required Custom							
Code							
2.6 System Architecture and Design							
Documentation							
2.7 Provide System Testing							
Environment for Testing COTS							
Software and Developed Code							
2.8 Source Code Library and							
Documentation							
2.9 Software Unit Testing and							
Results Reporting							-10
2.10 System Testing and Results							
Reporting							
2.11 Configuration Management Database							
2.12 Operating Procedures and							
System Documentation							
2.13 User Acceptance Testing and				1			
Results Reporting							
2.14 invoice – Milestone 2				· · ·			
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Project Phase & Activity				Date (201	4)		
Phase 3	Sep	Oct	Nov	Dec	Jan	Feb	Mar
3.1 User Training and Materials							
3.2 Technical Training and Materials							
3.3 IIS Deployment to Users							
3.4 Security Implementation and Documentation							
3.5 Complete Warranty Period							
3.6 Final System Acceptance by State							
3.7 On-going System Hosting							
3.8 On-going Support and Maintenance							
3.9 Cost evaluation for user and technical training and materials							
3.10 Invoice - Milestone 3							

SOFTWARE LICENSE



### 1. LICENSE GRANT

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

### 2. SOFTWARE AND DOCUMENTATION COPIES

Scientific Technologies Corporation shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Vendor on such copies.

### 3. RESTRICTIONS

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

- a. Remove or modify any program markings or any notice of Scientific Technologies Corporation's proprietary rights;
- **b.** Make the programs or materials available in any manner to any third-party for use in the third-party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

### 4. TITLE

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

#### 5. VIRUSES

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

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

### 6. AUDIT

Upon forty-five (45) days written notice, Scientific Technologies Corporation may audit the State's use of the programs at Scientific Technologies Corporation's sole expense. The State agrees to cooperate with Scientific Technologies Corporation's audit and provide reasonable assistance and access to information. The State agrees that Scientific Technologies Corporation shall not be



responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, Scientific Technologies Corporation's audit rights are subject to applicable State and federal laws and regulations.

### 7. SOFTWARE NON-INFRINGEMENT

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

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, Scientific Technologies Corporation shall defend and indemnify the State against the claim provided that the State:

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

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

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

SOFTWARE LICENSE



### 8. SOFTWARE SOURCE CODE RETENTION

- **8.1** Scientific Technologies Corporation represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software will be delivered directly to the State or through a downloadable FTP server within 30 days of the Effective Date.
- **8.2** All updates and changes as the Software is delivered, maintained and supported will be delivered to the State directly or through a downloadable FTP server within 30 days of each update.
- **8.3** The State agrees to not modify this code and to not use this code or portions thereof in other applications, without the expressed written consent of Scientific Technologies Corporation, while Scientific Technologies Corporation remains an active business.
- **8.4** The State agrees to not make this code available to other outside vendors or other state public health programs without the written consent of Scientific Technologies Corporation, again while the Corporation remains an active business.
- **8.5** The State agrees to not transfer the agreement to any other agency.

WARRANTY AND WARRANTY SERVICES



### 1. WARRANTIES

### 1.1 Services

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

#### 1.2 Software

Scientific Technologies Corporation warrants that the Software, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and Terms of the Contract.

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

### 1.3 Non-Infringement

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

### 1.4 Viruses; Destructive Programming

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

### 1.5 Compatibility

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

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### WARRANTY AND WARRANTY SERVICES

### 1.6 Services

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

#### 1.7 Personnel

Scientific Technologies Corporation warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

### 1.8 Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

### 2. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a letter of acceptance for the Go-Live date and extend for ninety (90) days assuring the System can assume a load of no less than 500 simultaneous users with a peak of up to 2,000 simultaneous users.

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

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Scientific Technologies Corporation shall provide the following Training Services.

Scientific Technologies Corporation shall provide an end-user training including training plans and related training materials for end users, including NH immunization staff, vaccine providers and other stakeholders with role-based access to the IIS. Training plans and materials shall be based on a "train the trainer" model designed to ensure that NH staff will be self-sufficient with respect to training IIS stakeholders.

### A. END-USER TRAINING

### 1. Develop Training Curriculum

Scientific Technologies Corporation shall develop a recommended training curriculum for the State of New Hampshire End Users. Training shall be offered via regional, onsite, and web-based training which will target the audience. Curriculum and materials will be developed which address:

- Rollout of the IIS
  - Recording vaccines and record look up
  - o Inventory management
  - o Reports
  - o Other best practice tools as identified
- Adherence to federal accountability
  - o Documentation and screening
  - Storage and handling
- Use vaccine administration best practices
- Vaccine safety
- Improve vaccine coverage rates

### 2. Material Development and Target Audience

Material	Delivery/ Benefits	Best uses
Presentation Slides for Live Online Web & In Person Trainings (PowerPoint and IIS System Training)	<ul> <li>3<sup>rd</sup> party online training platform.</li> <li>Testing and certification built in.</li> <li>Registration built in.</li> <li>Reporting.</li> <li>Discussion and added participation.</li> <li>Ability to visually and verbally illustrate processes, best practices, and functionality in an interactive environment.</li> </ul>	<ul> <li>How to implement best practices.</li> <li>Demos.</li> <li>How to use the system within the organization's immunization workflow</li> </ul>
On-demand Webinars (pre- recorded)	<ul> <li>Testing and certification built in.</li> <li>Reporting on the number of views.</li> </ul>	<ul> <li>How to implement best practices.</li> <li>Pre-recorded Demos.</li> </ul>

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### EXHIBIT L TRAINING SERVICES

Material	Delivery/ Benefits	Best uses
Videos	<ul> <li>On-demand.</li> <li>Scripted (content and wording can be tightly controlled).</li> <li>Higher quality than pre-recorded webinars.</li> </ul>	<ul> <li>Content that isn't going to change in the near future.</li> <li>Short how to videos (no more than 2 – 3 minutes).</li> </ul>
User Training Guides	<ul> <li>Step-by-step directions regarding how to complete a specific task or implement a clinical best practice.</li> <li>Workflow and best practices are clearly illustrated.</li> <li>Pictures and images denoting best practices in vaccine administration and vaccine storage and handling.</li> <li>Screen shots showing step-by-step directions on how to use and complete a specific task within the IIS.</li> </ul>	<ul> <li>Users should be able to read these module based guides to complete the desired outcome or process.</li> <li>Can be created in printable (PDF) and web-ready (HTML)</li> <li>Becomes the bases for online Q&amp;A platform.</li> <li>Handouts that can be left behind after a live online or in-person training.</li> <li>Train-the-Trainer.</li> </ul>
Quick Reference Guides	<ul> <li>Short 1 – 2 pages with brief directions on how to complete a specific task.</li> <li>Task orientated.</li> <li>For example, the vaccine accountability quick reference guide would walk the user through the various steps for ensuring proper vaccine storage handling, by outlining the daily, weekly and monthly processes.</li> </ul>	<ul> <li>Used as memory triggers regarding a particular process or workflow.</li> <li>Perfect for quick steps regarding the IIS functionality, including looking up records, recording vaccinations, inventory management, etc.</li> <li>Online Q&amp;A platform.</li> </ul>
Train-the- Trainer and Instructor Guides	<ul> <li>Includes talking points and notes.</li> <li>Outlines the training objectives and how to best get adult learner "buy-in" regarding the specific material.</li> </ul>	<ul> <li>Allows partner organizations and designated contractors identified by NH Immunization Program staff to take developed curriculum and materials and provide trainings to the target audience.</li> </ul>
		<ul> <li>Perfect for provider office management and quality staff to use when training new staff members (due to the high staff turnover in the medical offices).</li> </ul>

### 3. Project Team Developed Training

**a.** Scientific Technologies Corporation and the State agree to an end user training approach to meet training objectives, including:

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- 1) developing "in house" experts and end-user support channels that involve and leverage internal resources and subject matter experts (SMEs); and
- leveraging statewide access to computers and the Web by accessing On-line courses whenever possible to lessen time away from the job and reduce travel costs for those who are spread across the State.

### b. Key activities of the approach are highlighted below:

	Role and Responsibility			
User Training Approach	Scientific Technologies Corporation Team	State of NH		
Develop Training Plan	Lead the development and Implementation of the Training Plan.	Assist in the development and Implementation of the Training Plan.		
	Provide guidance, coaching, materials, and tools.			
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.		
	Detail roles, course content, and estimated course length.	Assist to detail roles, course content, and estimated length.		
Produce Training Materials and End-User Documentation	Lead the development of materials and Documentation to include: Scientific Technologies Corporation providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.		
	Scientific Technologies Corporation and the State will together Conduct Train-the- Trainers for the State's Central Support Group through Implementation. Scientific Technologies Corporation will assist in the first train the trainer class for each topic.	Attend Train-the-Trainers training. Train additional State End Users.		
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.		
Evaluate Training Effectiveness	Assist to evaluate training effectiveness and assist to generate solutions for apparent gaps.	Conduct training evaluation among stakeholders.		

### c. Key User Training Approach Activities

### 1) Identify State End Users

The Scientific Technologies Corporation Team shall lead the State in identifying and categorizing its end users to match the roles within the IIS.



2) Develop Training Plan The Scientific Technologies Corporation Team shall act as the training lead and shall provide guidance, coaching, materials, and tools to assist the State Team to structure and implement a Training Plan—including a strategy for outlining the scope, roles, audiences, and deployment timeline throughout the Project lifecycle. The Plan is intended to 1) reinforce knowledge comprehension across the State by employing a train-the-trainer approach, 2) train employees on what they need to know and do to perform their jobs effectively, 3) establish an ongoing skills development process, 4) offer training Solutions that address the immediate and ongoing needs of the State to train new hires and transfers, and 5) implement a blended training delivery Solution that utilizes instructor-led (ILT) and On-line training to support learner interaction, and promotes effective, timely, and cost-efficient learning.

The Training Plan shall address the specific curriculum for each user category and provide support for the design, development, and deployment of training for each user category. It shall also provide a blueprint for the State's Team to manage its resources, activities, and timeline throughout the course of the initiative.

5) Produce Training Materials and End-User Documentation
The Scientific Technologies Corporation team shall lead the efforts to produce the training materials and end-user Documentation.

### **B. TECHNICAL TRAINING**

Scientific Technologies Corporation shall provide a technical training including training plans and related training materials for technical users that include NH Information Technology staff and other stakeholders with role-based access to the IIS. Training plans and materials shall ensure sufficient knowledge transfer to NH staff for ad-hoc query and report generation and address structure and architecture of IIS.

Training to transfer technical knowledge to New Hampshire State staff will include configuration, deployment, workflows, setups, maintenance, and management of the system.

### 1) Training Curriculum

Content	Outcome
System & architecture overview	Staff will be able to identify how the systems interact and interrelate from a high level view.
<ul> <li>Installs and Upgrades</li> <li>Environment Overview, including Tomcat and Oracle</li> <li>Database Install and Upgrade</li> </ul>	Staff will be able to: Install the system and successfully conduct an upgrade. Access log files. View and trouble shoot using the log file.

TRAINING SERVICES



Content	Outcome		
• IWeb Installs and Upgrades			
Configuration Files			
• Logs			
Database	Staff will be able to:		
• ERD/Data Dictionary	Look up and review key database objects.		
Review of key database objects: patients, vaccinations, inventory	Explain and utilize the data dictionary.		
<ul><li>Setup</li><li>Registry level settings and configurations</li></ul>	Based on identified IIS and Immunization Program business rules, staff will be able to:  • Identify the appropriate settings and configurations.		
• System table maintenance including lookups	Set up and configure end-user organizations and facilities and set up users.		
<ul> <li>Organizations</li> </ul>	• Identify the various user configurations and permissions		
• Facilities	that should be used in New Hampshire.		
• Users			
Interfaces and Data Imports • HL7 2.3.1 and 2.5.1 (PHC-Hub)	Staff will be able to: • Summarize the systems capabilities of accepting HL7 2.3.1		
<ul> <li>Flat file imports</li> <li>Reviewing errors and logs</li> </ul>	and 2.5.1 and flat file formats.		
	<ul> <li>Access logs and properly identify errors and be able to successfully troubleshoot and find a solution to the error messages.</li> </ul>		
De-duplication	Staff will be able to:		
Patient De-duplication	Explain the rule-based algorithm and why a particular record was placed into manual review.		
<ul> <li>Rule-based algorithm overview</li> </ul>	Process patient records placed in manual de-duplication and		
o Manual de-duplication	the queue for records with medical records numbers that have been re-used.		
o Reviewing queue of Medical	Recognize and separate a bad merge.		
Record Numbers that may have been reused by providers	• Explain the vaccination de-duplication logic and be able to		
o Separate Bad Merges	successfully configure the system to meet the desired business rules.		
• Vaccination De-duplication	vusiness tutes.		
Forecasting • Overview of logic	Staff will be able to: • Explain the forecasting logic.		
·	Add any additional forecasting settings based on		

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TRAINING	SERVICES

Content	Outcome
Adding new forecast settings	Immunization Program business rules.
Patient Ownership	Staff will be able to explain how patent ownership rules impact end-user organizational and facility set up and reports.
Public and confidential fields	Staff will be able to explain how public and confidential fields protect patient information and organizational set up.

Scientific Technologies Corporation staff will be responsible for installs, upgrades, and database management since this will be a hosted solution although New Hampshire State staff shall receive a working knowledge of these processes.

2) Key activities of the approach are highlighted below:

	Role and Responsibility		
User Training Approach	Scientific Technologies Corporation Team	State of NH	
Develop Training Plan		Assist in the development and Implementation of the Training Plan.	
Develop Curriculum	Analyze skill requirements.	Assist to analyze skill requirements.	
Detail roles, course content, and estimated course length.		Assist to detail roles, course content, and estimated length.	
Produce Training Materials and Technical Documentation	Lead the development of materials and Documentation to include: Scientific Technologies Corporation providing baseline Documentation in electronic format that can be modified and reproduced.	Assist in the development of training materials.	
Conduct Training	Assist to identify an approach and a plan to conduct training needs assessment for Implementation.	Conduct training needs assessment for post go-live.	
Evaluate Training Effectiveness	Assist to evaluate training effectiveness and assist to generate solutions for apparent gaps.	Conduct training evaluation among technical stakeholders.	



### NH DEPARTMENT OF HEALTH AND HUMAN SERVICES - RFP 2014-008 (WITH ADDENDA) INCORPORATED

NH Department of Health and Human Services RFP 2014-008, with all included addenda, are included by reference as binding Deliverables to this Contract.



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

# STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES VAXNH IMMUNIZATION INFORMATION SYSTEM CONTRACT 2014-008- PART 3 EXHIBIT O CERTIFICATES AND ATTACHMENTS



Attached are:

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

# New Hampshire Department of Health and Human Services Exhibit C



## **SPECIAL PROVISIONS**

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

- Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility
  of individuals such eligibility determination shall be made in accordance with applicable federal and
  state laws, regulations, orders, guidelines, policies and procedures.
- Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
- 3. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
- 4. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
- 5. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 6. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 7. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established,

7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs:

Exhibit C – Special Provisions

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# New Hampshire Department of Health and Human Services Exhibit C



7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

- 8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
- 9. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
- 10. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Exhibit C - Special Provisions

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# New Hampshire Department of Health and Human Services Exhibit C



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

- 11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
- 12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
- 13. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
- 14. Prior Approval and Copyright Ownership: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
- 15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, bylaws and regulations.
- 16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to

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# New Hampshire Department of Health and Human Services



subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- Monitor the subcontractor's performance on an ongoing basis 16.3.
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and 16.4. responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall, at its discretion, review and approve all subcontracts. 16.5.

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

#### **DEFINITIONS**

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

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

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

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

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

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

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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# New Hampshire Department of Health and Human Services



### Exhibit C-1

# **REVISIONS TO GENERAL PROVISIONS**

- Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  - 4. CONDITIONAL NATURE OF AGREEMENT.
    - Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
- 2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

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Exhibit C-1 - Revisions to General Provisions

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# New Hampshire Department of Health and Human Services Exhibit D



# CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### **ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

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# 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;

- 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;
- Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: Scientific Technologies
Corporation

Michael L. Popul

Title: Corporation

Exhibit D - Certification regarding Drug Free Workplace Requirements Page 2 of 2

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# New Hampshire Department of Health and Human Services Exhibit E



## **CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

- 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-I.)
- The undersigned shall require that the language of this certification be included in the award
  document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants,
  loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: Scientific Technologies Corporation

Vame: Michael

Title: しらつ

Exhibit E - Certification Regarding Lobbying

Contractor Initials 2 2 (

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3/21/14

# New Hampshire Department of Health and Human Services Exhibit F



# CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

## INSTRUCTIONS FOR CERTIFICATION

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

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# Attachment A New Hampshire Department of Health and Human Services

Exhibit F



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Scientific Technologies Corporation Mame: Michael L. Popovich

Exhibit F - Certification Regarding Debarment, Suspension And Other Responsibility Matters Page 2 of 2

Contractor Initials Date 3 21 14

3/21/14

# New Hampshire Department of Health and Human Services Exhibit G



# **CERTIFICATION REGARDING** THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name: Scientific Technologies Corporation

Name: Michael L. Popovich
Title: (F.)

Exhibit G - Certification Regarding The Americans With Disabilities Act Compliance Page 1 of 1

Contractor Initials 11 1 Date 3 21 14

 $\frac{3/21/14}{\text{Date}}$ 

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

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

Contractor Name:

Date

Name: Title:

2 -- 3

Contractor Initials 41P

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

# New Hampshire Department of Health and Human Services

#### STANDARD EXHIBIT I

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

### **BUSINESS ASSOCIATE AGREEMENT**

#### **(1)** Definitions.

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

Exhibit I

Page 1 of 7

Contractor Initials <u>W</u>

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- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- 1. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- "Security Rule" shall mean the Security Standards for the Protection of n. Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- Other Definitions All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - Π. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- To the extent Business Associate is permitted under the Agreement to disclose PHI to a c. third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a

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Exhibit I Page 2 of 7

request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

# (3) Obligations and Activities of Business Associate.

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (1). The Covered Entity shall be

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Date 3 21 19

considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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Exhibit I Page 4 of 7

purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

# (4) Obligations of Covered Entity

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

## (5) Termination for Cause

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

#### (6) Miscellaneous

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

Contractor Initials M

Date 321 14

Exhibit I Page 5 of 7

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

Exhibit I Page 6 of 7 Contractor Initials M

Date 3 21 14

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

Department of Health & Human Svcs	Scientific Technologies Corporation
The State	Name of the Contractor
Bu Ilon	W. In T. I gard
Signature of Authorized Representative	Signature of Authorized Representative
Brook Dupee	Michael L. Popovich
Name of Authorized Representative	Name of Authorized Representative
Bureau Chief	CEO
Title of Authorized Representative	Title of Authorized Representative
9/1/19	3/21/14
Date	Date

Exhibit I Page 7 of 7 Contractor Initials Date 3 2 / 19

### 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: Scientific Technologies Corporation

Name: Michael L. Popovici-

Title: ( F 💍

3/J1/14 Date

> Exhibit J – Certification Regarding the Federal Funding Accountability And Transparency Act (FFATA) Compliance Page 1 of 2

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# 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: 198675084	
2.	In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?	
	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:	