

DEC29'21 AM 9:51 RCVD



Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 16, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive** amendment to an existing contract with Deloitte Consulting, LLP (VC#174776), Concord, NH to continue to provide ongoing maintenance and operation of the Vaccine & Immunization Network Interface (VINI) for continued registration and vaccine administration for the COVID-19 response, by exercising a contract renewal option by increasing the price limitation by \$1,499,250 from \$4,869,757 to \$6,369,007 and extending the completion date from December 31, 2021 to June 30, 2022 effective retroactive to December 31, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor on December 28, 2020, and presented to the Executive Council as an Informational Item on January 22, 2021 (Informational Item B) and was amended with Governor approval on June 4, 2021 and presented to the Executive Council as an Informational Item on June 30, 2021 (Informational Item E)

Funds are available in the following account, for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department did not have funding available in time to meet Governor and Executive Council approval, therefore the Department is requesting the contract be retroactive to the date it expired on December 31, 2021, to ensure there is no lapse in services.

The purpose of this request is for the Contractor to continue to provide ongoing Maintenance and Operations support required for the Vaccine Immunization Network Interface (VINI) supporting the State of New Hampshire's registration, scheduling and administration of COVID-19 vaccine within the Public Health Networks and Mobile vans. Additionally, the continued operational support of the data exchange between VINI, the Enterprise Business Intelligence system, and the New Hampshire Immunization Information System on a daily basis to maintain accurate records of those individuals that have not opted-out of being in the State's vaccine registry. The Maintenance and Operations services also includes assessment of potential changes to VINI to support the yearly three major Salesforce releases. This contract amendment

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

also includes the necessary services to discover, design, develop, test and implement targeted enhancements to meet changes in requirements from the State and the Centers for Disease Control.

In response to the continued COVID-19 pandemic, the Regional Public Health Networks, mobile and fixed clinics as well as additional "pop-up" clinics are needed to offset the overwhelmed healthcare systems in New Hampshire. The Vaccine Immunization Network Interface system was designed to support registration, scheduling, administration and reporting of the COVID-19 vaccination. This contract amendment is required for the Department to continue to maintain, operate, and effectively modify the system to meet the ever changing response to the COVID-19 virus. This amendment will provide much needed support to address the current surge and need to administer vaccines and boosters. Based on current support needs the Department identified 7,200 hours (approximately 5.5 staff) to support maintenance and operations and 2,795 hours (approximately 2.5 staff) for bug fixes and modifications to support the on-going scheduling, registration, administration and reporting needs of the Department for the six (6) month extension.

The Department will monitor services by reviewing the Maintenance and Operations support and weekly reports on burn down rates of services rendered.

As referenced in Part 3, Subsection 1.2 of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for six (6) months of the two (2) years and nine (9) months available.

Should the Governor not authorize this request, the Department would not be able to register and administer the COVID-19 vaccinations being sent to the State for its citizens.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.268, FAIN #23IP922595

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

Respectfully submitted,

DocuSigned by:
Lori A. Weaver
4C4A92994125473...

Lori A. Shibinette
Commissioner

**05-95-090-902510-2495 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND
HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS
DISEASE CONTROL, ARP - IMMUNIZATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90023800	\$0	\$1,499,250	\$1,499,250
			Subtotal	\$0	\$1,499,250	\$1,499,250

**05-95-095-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH
AND HUMAN SERVICES, COMMISSIONER'S OFFICE, OFFICE OF THE
COMMISSIONER, DHHS COVID RELIEF FD FR GOFERR**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Prog Svc	95010770	\$1,513,607	\$0	\$1,513,607
			Subtotal	\$1,513,607	\$0	\$1,513,607

**05-95-090-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND
HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS
DISEASE CONTROL, IMMUNIZATION**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90023210	\$3,356,150	\$0	\$3,356,150
			Subtotal	\$3,356,150	\$0	\$3,356,150
			TOTAL	\$4,869,757	\$1,499,250	\$6,369,007



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

December 28, 2021

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting LLP., of Concord, NH as described below and referenced as DoIT No. 2021-068B.

The purpose of this request is for Deloitte to continue to provide ongoing Maintenance and Operations support required for the Vaccine Immunization Network Interface (VINI) supporting the State of New Hampshire's registration, scheduling and administration of COVID-19 vaccine within the Public Health Networks and Mobile vans.

The amendment increases the Price Limitation by \$1,499,250, from \$4,869,757 to \$6,369,007, and extends the completion date retroactively from December 31, 2021 to June 30, 2022.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2021-068B

cc: Michael Williams, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

WHEREAS, pursuant to an Agreement approved by the Governor, on December 28, 2020 and presented to the Executive Council as an Informational Item on January 22, 2021 (Informational Item B) and as amended with Governor approval on June 4, 2021 and presented to the Executive Council as an Informational Item on June 30, 2021 (Informational Item E), (hereinafter referred to as the "Agreement"), Deloitte Consulting, LLP, (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Health and Human Services Office of the Commissioner (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make changes to the payment schedule, increase price limitation and statement of work;

WHEREAS, the Contractor agrees to provide continued support and enhancement of the Vaccine Scheduling and Administration system and associated rollout and maintenance services. These services include data integration with the Enterprise Business Intelligence data warehouse and support for operational reporting requests;

WHEREAS, the Department and the Contractor wish to extend the completion date from December 31, 2021 to June 30, 2022;

WHEREAS, the Department and the Contractor wish to increase the Contract price by \$1,499,250 to bring the total contract price to \$6,369,007; and

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties agree the Agreement is hereby amended as follows:

1. Amend Form P-37 General Provisions, Block 1.7, by extending the Completion Date from December 31, 2021 to June 30, 2022.
2. Amend Form P-37 General Provisions, Block 1.8., by increasing the Price Limitation by \$1,499,250 from \$4,869,757 to \$6,369,007.

Initial all pages
Vendor Initials DS

12/28/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

3. Amend Contract Exhibit B – Scope of Services and Exhibit H – Requirements details as follows:

Contract #2021-068, Part 2.	NEW TEXT												
Exhibit B – Scope of Services; Subsection 2.3 Fixed Price Payments for Tasks and Deliverables	<p>Amend Contract Exhibit B – Scope of Services, Subsection 2.3 Fixed Price Payments for Tasks and Deliverables Table 1.1 to read:</p> <p>Table 1.1. Vaccine Immunization Network Interface (VINI) Operations & Maintenance and Enhancements Support</p> <table><tr><td></td><td>Qty.</td><td>Total</td></tr><tr><td>VINI Enhancements</td><td>2,795</td><td>\$ 419,250</td></tr><tr><td>VINI M&O</td><td>7,200</td><td>\$1,080,000</td></tr><tr><td></td><td>9,995</td><td>\$1,499,250</td></tr></table>		Qty.	Total	VINI Enhancements	2,795	\$ 419,250	VINI M&O	7,200	\$1,080,000		9,995	\$1,499,250
	Qty.	Total											
VINI Enhancements	2,795	\$ 419,250											
VINI M&O	7,200	\$1,080,000											
	9,995	\$1,499,250											
Exhibit B – Scope of Services	<p>Amend Contract Exhibit B – Scope of Services to add Subsections 2.3. VINI Enhancements and Maintenance and 2.4 EBI Vaccine Operations Support to read:</p> <p>2.3 VINI Enhancements and Maintenance</p> <p>The scope of services includes providing ongoing Maintenance and Operations (MO) support required for VINI to continue to be operational, and support data exchange between VINI and EBI from where Immunization data is sent to IIS daily. The MO services also includes assessment of potential changes to VINI to support the yearly three major Salesforce releases. In addition to the MO services, the services include discovery, design, development, testing and implementation of targeted enhancements to meet changes in requirements from the State, CDC or other authorities within the capacity provided in Table 1.1. Exhibit H contains this list of enhancements currently being tracked, however, this list can be modified according to the State’s needs based on priority within the allotted hours available.</p> <p>The Contractor agrees to provide additional services totaling \$1,499,250 as set forth in Table 1.1. Vaccine Immunization Network Interface (VINI) Operations & Maintenance and Enhancements Support. For these services, the Vendor shall provide the identified quantity of staffing hours to support State directed work focused on completing the enhancements identified and prioritized by the state and outlined in</p>												

Initial all pages

Vendor Initials: GSDate: 12/28/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

	Exhibit H – Requirements as well as supporting ongoing system maintenance and operations from December 31, 2021 through June 30, 2022. With Contractor PMO concurrence, the State will authorize Contractor activities for these services on a weekly basis. These activities will be prioritized via Jira and Vendor will produce bi-weekly status reports, including hours incurred with resource burn down. This is a fixed firm price contract not to exceed 9,995 hours for the services as set forth in Table 1.1. Vaccine Table 1.1. Vaccine Immunization Network Interface (VINI) Operations & Maintenance and Enhancements Support (VINI) Support.											
Exhibit H – Requirements	Amend Contract Exhibit H – Requirements to add solution requirements to read:											
	<table> <tr> <th>System Feature Group</th><th>Description</th></tr> <tr> <td>Multi-Campaigns</td><td>Modifications to allow for Jurisdiction users to be able to create non-COVID vaccination campaigns</td></tr> <tr> <td>Tech Debt R2</td><td>Modification of code to allow for optimal efficiency and a more straightforward transfer of code</td></tr> <tr> <td>HL7</td><td>Automating data transfer from VINI to the NH IIS</td></tr> <tr> <td>Multi-Persona</td><td>Allow users to use the same email address to access multiple persona functions</td></tr> <tr> <td>Org Strategy and Design</td><td>Analysis to determine the facility of moving VINI onto resident NH</td></tr> </table>	System Feature Group	Description	Multi-Campaigns	Modifications to allow for Jurisdiction users to be able to create non-COVID vaccination campaigns	Tech Debt R2	Modification of code to allow for optimal efficiency and a more straightforward transfer of code	HL7	Automating data transfer from VINI to the NH IIS	Multi-Persona	Allow users to use the same email address to access multiple persona functions	Org Strategy and Design
System Feature Group	Description											
Multi-Campaigns	Modifications to allow for Jurisdiction users to be able to create non-COVID vaccination campaigns											
Tech Debt R2	Modification of code to allow for optimal efficiency and a more straightforward transfer of code											
HL7	Automating data transfer from VINI to the NH IIS											
Multi-Persona	Allow users to use the same email address to access multiple persona functions											
Org Strategy and Design	Analysis to determine the facility of moving VINI onto resident NH											

Amend Table 2 CONTRACT HISTORY 2021-068-Vaccination Scheduling and Administration, to read:

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2021-068	Original Contract	Governor approved 12/28/20 and presented to	November 8, 2021	\$1,513,607

Initial all pages
Vendor Initials:

Date: 12/28/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

		Governor and Executive Council on 01/22/21 Item#B		
2021-068 Amendment #1	1 st Amendment	Governor approved 06/04/21 and presented to Governor and Executive Council on 06/30/21 Item #E	December 31, 2021	\$3,356,150
2021-068 Amendment #2	2 nd Amendment		TBD	\$1,499,250
			CONTRACT TOTAL	\$6,369,007

Initial all pages

Vendor Initials:

Date: 12/28/2021

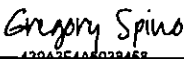
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GS

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This Amendment shall take effect retroactive to December 31, 2021, upon the approval date from the Governor and the Executive Council.

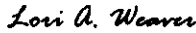
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

Deloitte Consulting LLP

DocuSigned by:

430A3F4A8038469
Name: Gregory Spino
Title: Managing Director

12/28/2021
Date: _____

State of New Hampshire

DocuSigned by:

4C4A92994125473...
David Wieters, Director of Information Services
State of New Hampshire
Department of Health and Human Services
Office of the Commissioner

12/28/2021
Date: _____

Initial all pages

Vendor Initials: _____

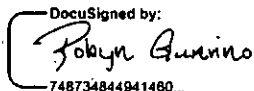
Date: _____ 12/28/2021

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #2

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

Approved by the Attorney General

DocuSigned by:

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Date: 12/28/2021

State of New Hampshire, Department of Justice
Robyn Guarino Attorney

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

Office of the Secretary of State

By: _____

Title: _____

Date: _____

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Vendor Initials: _____

Date: 12/28/2021

DS


State of New Hampshire

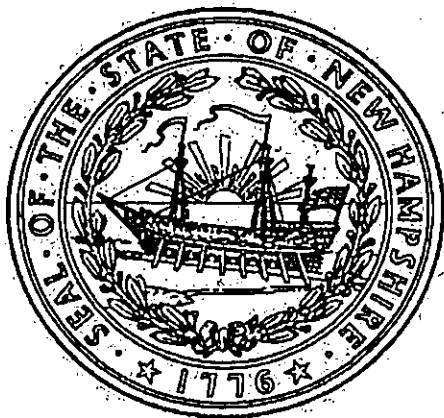
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DELOITTE CONSULTING LLP is a Delaware Limited Liability Partnership registered to transact business in New Hampshire on March 10, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 467399

Certificate Number: 0005374545



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

Limited Partnership or LLC Certification of Authority


I, Scott Workman, hereby certify that I am a Partner, Member, or Manager of

Deloitte Consulting LLP, a limited liability partnership under RSA 304-B or a limited liability company under RSA 304-C.

I certify that Gregory Spino is authorized to bind the partnership or LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization has not expired.

Dated: 12/28/21

Sign to Attest: 

Name: Scott Workman

Title: Consulting Managing Director



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/27/2021

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

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

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: realestate.certrequest@marsh.com CN102871568-STND-GAWU-21-22	CONTACT NAME: ? PHONE: _____ (A/C, No, Ext): _____ E-MAIL: _____ ADDRESS: _____ FAX (A/C, No): _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td>INSURER D : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : N/A	N/A	INSURER C : American Casualty Company of Reading, PA	20427	INSURER D : Valley Forge Insurance Company	20508	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Continental Casualty Company	20443														
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INSURER D : Valley Forge Insurance Company	20508														
INSURER E :															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** NYC-010414957-09 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		GL 6024588868	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BUA 6024588871	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	WC 6024588837 (AOS) WC 6024588840 (CA) WC 6024588854 (AZ, OR, WI)	06/01/2021 06/01/2021 06/01/2021	06/01/2022 06/01/2022 06/01/2022	<input checked="" type="checkbox"/> PER. STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Slop Gap (OH, ND, WA)		GAP 6042880616 (OH, ND, WA)	06/01/2021	06/01/2022	\$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Robert A. Mazzaro <i>Robert A. Mazzaro</i>
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JUN 18 '21 PM 2:42 RCVD

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man

Lori A. Shilbnette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 7, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, 2021-08, and 2021-10, Governor Sununu authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** amendment to an existing contract with Deloitte Consulting LLP (VC#174776), Concord, NH to continue to provide ongoing maintenance and operation of the Vaccine & Immunization Network Interface (VINI) and to complete enhancements to increase reporting, automation, and support for continued registration and vaccine administration for the COVID-19 response, by increasing the price limitation by \$3,356,150 from \$1,513,607 to \$4,869,757 and extending the completion date from November 8, 2021, to December 31, 2021, effective retroactive to February 21, 2021, 100% Federal Funds.

The original contract was approved by the Governor on December 28, 2020, and presented to the Executive Council on January 22, 2021 (Item #B).

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

05-95-095-950010-19290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, DHHS COVID RELIEF FD FR GOFERR

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	103-502664	Contracts for Prog Svc	95010770	\$1,513,607	\$0	\$1,513,607
			Subtotal	\$1,513,607	\$0	\$1,513,607

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

05-95-090-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90023210	\$0	\$3,356,150	\$3,356,150
			<i>Subtotal</i>	\$0	\$3,356,150	\$3,356,150
			TOTAL	\$1,513,607	\$3,356,150	\$4,869,757

EXPLANATION

This item is **Retroactive** because the Department did not have the fully executed contract documents in time for Governor approval to meet the COVID-19 response needs relative to vaccination registration and administration. This item is **Sole Source** because a prior action was approved as sole source and MOP 150 requires any subsequent amendment to be labeled as sole source. The Department previously identified this Contractor as having the capacity and technical expertise to perform the required services and ability to initiate the work immediately.

This amendment is part of the State's strategic response to the COVID-19 pandemic and its effect on all citizens of New Hampshire. The Department identified the need to further enhance the developed Vaccine & Immunization Network Interface (VINI) with expanded data integration, data analytics and implementation through global teams operating 24 hours a day, 7 days per week for extended periods of time. This effort allowed the Department to modify and match the rapidly changing strategy to ensure equitable opportunity for registration and administration of the vaccine to the appropriate population during the COVID-19 crisis in an expedited manner.

The purpose of this amendment is to improve overall performance of the VINI system for the ongoing COVID-19 response. The Contractor will continue to provide the State with the necessary resources to enhance VINI, expand integration processes, improve existing dashboards and reporting capabilities, and ensure maintenance and operation.

The Contractor will provide the necessary professional services to assist with:

- Continuing enhancements with additional features necessary to incorporate requirements of the vaccine registration and administration system through data integration and visualization for related dashboards providing a view into the impacts of the COVID-19 pandemic and reporting components on the vaccination effort;
- Building integrations and interfaces between various systems to automate communications that support reporting criteria for various delivery points such as the Centers for Disease Control and Prevention (CDC);
- Continuing enhancements for data analytics associated with vaccine dose administration, registration, dose series completion, and administration sites; and
- Utilizing the Enterprise Business Intelligence environment and the NH Immunization Information System (NHIIS) to consolidate and integrate vaccine information from multiple systems and create data visualizations for internal use for scheduling and vaccine allocations and development of a public facing vaccination status of the participating population.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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Continued expansion of the COVID-19 response VINI components and tools will allow for data driven decision-making. As the utilization of the system has grown exponentially over the last 6 months, the ability to scale the development of the system has been critical to implementing the comprehensive platform. The Department is positioned to further capitalize on equitable citizen utilization, reporting accuracy and efficiency of the system.

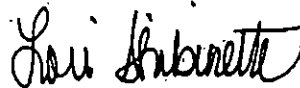
As referenced in Part 3, Subsection 1.2, of the original contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for two (2) months of the three (3) years available.

Area served: Statewide

Source of Funds: Centers for Disease Control and Prevention, CFDA #93.268, FAIN# 23IP922595.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lori Shabinette", with a stylized flourish at the end.

Lori A. Shabinette
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

June 18, 2021

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Deloitte Consulting LLP, of Concord, NH as described below and referenced as DoIT No. 2021-068A.

This request is to amend an agreement with Deloitte Consulting LLP for changes and enhancements to the Immunization Information System to continue supporting the increased provider population, additional features like enhanced slot generation, allowing private providers to be only available for their patients, schools to be available for their students to register and schedule appointments for vaccine administration. The amendment also includes additional ongoing VINI operations support.

The amendment increases the Price Limitation by \$3,356,150 from \$1,513,607 to \$4,869,757 and extends the completion date from November 8, 2021 to December 31, 2021.

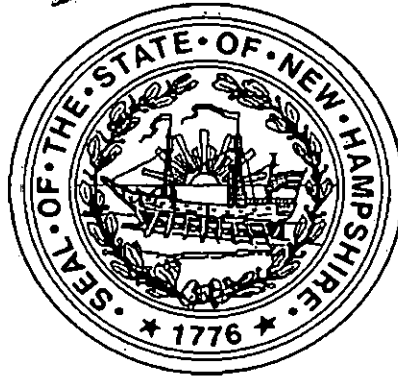
A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/IK
DoIT #2021-068A

cc: Michael Williams, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

**STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #1**

**STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #1**

INTRODUCTION

WHEREAS, pursuant to an Agreement approved by the Governor, as a result of SS-2021-OCOM-09-VACCI-01/2021-068, on December 28, 2020, Item #18, and included as Informational Item B on the January 22, 2021, Governor and Council meeting agenda (herein after referred to as the "Agreement"), Deloitte Consulting, LLP, (hereinafter referred to as "Contractor" agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the New Hampshire Department of Health and Human Services Office of the Commissioner (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 17: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council unless no such approval is required under the circumstances pursuant to State law, rule or policy;

WHEREAS, the Contractor and the Department have agreed to amend the Agreement in certain respects;

WHEREAS, the Department wishes to make changes to the payment schedule, increase price limitation and statement of work;

WHEREAS, The Contractor agrees to provide continued support and enhancement of the Vaccine Scheduling and Administration system and associated rollout and maintenance services. These services include data integration with the Enterprise Business Intelligence data warehouse and support for operational reporting requests;

WHEREAS, the Department and the Contractor wish to extend the completion date from November 8, 2021 to December 31, 2021;

WHEREAS, the Department and the Contractor wish to increase the Contract price by \$3,356,150 to bring the total contract price to \$4,869,757;

WHEREAS, the Department and the Contractor seek to clarify the Agreement.

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

The Agreement is hereby amended as follows:

1. Amend Section 1.7 of the State of New Hampshire P-37 General Provisions by extending the Completion Date from November 8, 2021 to December 31, 2021.

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2. Amend Section 1.8 of the State of New Hampshire P-37 General Provisions by increasing the Price Limitation by \$3,356,150 from \$1,513,607 to \$4,869,757.

3. Amend Contract Exhibit B – Scope of Services by adding Table 1.1. Vaccine Scheduling and Administration System (VINI) Support, Table 1.2. SFY 2021 EBI Vaccine Operations Support as well as add as Exhibit B – Scope of Services and Exhibit H – Requirements details as follows:

TABLE 1: AMENDMENT DETAILS			
Exhibit B	AMENDED TEXT		
Scope of Services			
Subsection	Amend Contract Exhibit B – Scope of Services, Subsection 2.3 Fixed Price Payments for Tasks and Deliverables to add Table 1.1 and Table 1.2 to read:		
2.3 Fixed Price Payments for Tasks and Deliverables	Table 1.1. Vaccine & Immunization Network Interface (VINI) Support		
	Qty.	Total	
VINI Enhancements	10,715	\$1,591,865	
VINI M&O	7,905	\$1,174,427	
	18,620	\$2,766,292	
	Table 1.2. SFY 2021 EBI Vaccine Operations Support		
	SFY 2021	Qty.	Total
Clinician	\$180	0	\$0
Data Governance Lead	\$180	0	\$0
Data Scientist Lead PhD	\$443	0	\$0
Data Scientist	\$361	0	\$0
Data Visualization	\$160	160	\$25,600
Database (ETL)	\$268	0	\$0
Enterprise Architect Lead	\$247	40	\$9,880
ETL and Data Wrangling Lead	\$202	490	\$98,980

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	Opioid Analytics Lead	\$361	0	\$0
	Physician	\$361	0	\$0
	Project Manager	\$227	460	\$104,420
	Security	\$177	0	\$0
	Security Lead	\$202	0	\$0
	Senior Database (ETL)	\$149	1,762	\$262,538
	Tester	\$202	0	\$0
	Training Lead	\$155	0	\$0
	UI Designer	\$134	660	\$88,440
			3,572	\$589,858
Exhibit B	AMENDED TEXT			
Statement of Work (SOW)				
Section Number Section 2.3 VINI Enhancement and Maintenance and 2.4 EBI Vaccine Operations Support	<p>Amend Contract Exhibit B – Scope of Services to add Subsections 2.3. VINI Enhancements and Maintenance and 2.4 EBI Vaccine Operations Support to read:</p> <p>2.3 VINI Enhancements and Maintenance</p> <p>The VINI system creation and the necessary enhancements have ensured equitable access to vaccines through removing barriers by creating a single registration gateway for our citizens that allows them to access all vaccination locations without having to go to multiple websites and search around for the best appointment. VINI is also utilized to accommodate those that have had to call 2-1-1 because of internet access or understanding of its use allowing the operators to schedule for those citizens. In order to meet the phased release of the VINI system and to ensure the correct allocations for scheduled patients were available at each clinic and administration site, the Deloitte product teams were utilized to complete the remaining feature development, integration with State and Federal reporting systems, and development of operational reports. The product teams worked in a continuous, 24/7 manner to provide system operationalization readiness in a compressed timeline to support statewide vaccinations.</p> <p>During March, the VINI application was expanded to allow Vaccine Recipients from the next age group 40+, 30+ and finally 16+ to register and schedule appointments. Hyper care</p>			

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support was provided during April month for slot generation, enhanced features for super site events, new data requests and open the VINI application to out of state residents.

To continue supporting the increased provider population, additional features like enhanced slot generation, allowing private providers to be only available for their patients, schools to be available for their students to register and schedule appointments for vaccine administration are planned as part of final enhancement sprints during May. The current plan has two enhancement sprints planned during May. Additionally, training will be reduced to one day per week with some open office hours.

The Contractor agrees to provide additional services totaling \$2,766,292 as set forth in Table 1.1. Vaccine Immunization Network Interface (VINI) Support. For these services, the Vendor shall provide the identified quantity of staffing hours to support State directed work focused on completing the enhancements identified and prioritized by the state and outlined in Exhibit H – Requirements as well as supporting ongoing system maintenance and operations from June through December 2021. With Contractor PMO concurrence, the State will authorize Contractor activities for these services on a weekly basis. These activities will be prioritized via Jira and Vendor will produce bi-weekly status reports, including hours incurred with resource burn down. This is a fixed firm price contract not to exceed 18,620 hours for the services as set forth in Table 1.1. Vaccine Immunization Network Interface (VINI) Support and is inclusive of services beyond the 22,191 hours included in the base agreement.

2.4 EBI Vaccine Operations Support

Deloitte's Vaccine Operations team has supported ongoing VINI operations through both data integration and reporting. During March and April, the team completed VINI to IIS integration, developed a VINI to IIS outbound interface, and continued to update the integration based on changes, such as updates to clinic mappings. A VINI to IIS Load Report was created to track errors occurring in the data, such as duplicate records or missing product information, so the records with issues could be easily identified and addressed. The VINI schedule was imported into the State's Enterprise Business Intelligence (EBI) platform and the integration process was enhanced to handle data quality errors identified. The team also created several VINI-specific reports, including a VINI Schedule Report, VINI Administration Report, and VINI Open Slots report, aimed at providing VINI stakeholders with the data required for their roles. Remaining support will conclude at the end of April and includes updating current VINI reports to accommodate new dose logic and responding to ad-hoc VINI data integration and reporting requests.

The Contractor agrees to provide additional services totaling \$589,858 as set forth in Table 1.2 SFY 2021 EBI Vaccine Operations Support. For these services, the Contractor shall provide the identified quantity of staffing hours to support State directed work. With Contractor PMO concurrence, the State will authorize Contractor activities for these

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	services on a weekly basis. These activities will be prioritized via Jira and Vendor will produce bi-weekly status reports, including hours incurred with resource burn down. The Contractor will invoice for actual hours incurred on a monthly basis and the monthly data fee, not to exceed \$589,858 without an approved change order for the services as set forth in table 1.2 SFY 2021 EBI Vaccine Operations Support.		
Exhibit H	AMENDED TEXT		
Requirements			
	Amend Contract Exhibit H – Requirements to add solution requirements to read:		
	System Feature Group	# of Requirements	Description
	211	8	Additional page layout changes and access requested for 211 operators
	Administration	18	Log vaccine enhancements, expired vaccine notification, page layout changes, 508 changes
	Appointments	35	Auto-cancellation of no shows, pop-up for walk-in with scheduled appt, booking no more than 2 appts at a time, and page layout changes, 508 changes
	Clinic	30	Medical screening responses visible to vaccinator, previous vaccinations on log vaccine screen, operating hours error messaging, walk-in functionality enhancements, clinic dashboard enhancements, age validation for PCP flow
	Communication	12	SFMC email template updates
	Jurisdiction	4	Copy primary address to shipping address, account

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
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			search modifications, clinic type update
	Public Portal	13	211 functionality enhancements, print certificate functionality to my immunization page, 508 Compliance
	Registration	24	Pre-screening changes and remove (yes/no) path, track special accommodations, 211 overrides medical questions, registration enhancements for minors, usability and 508 compliance
	Reporting	5	Additional reports and reporting changes
	Technical Enabler	18	Integration, password, data fix related changes

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
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TABLE 2: CONTRACT HISTORY				
CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2021-068	Original Contract	Governor Approved 12/28/20 and Presented to Governor and Executive Council 01/22/21 Item #B	November 8, 2021	\$1,513,607
2021-068	1 st Amendment	TBD	December 31, 2021	\$3,356,150
CONTRACT TOTAL				\$4,869,757

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
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CONTRACTOR

Except as provided herein, all provisions of the Agreement shall remain in full force and effect. This modification shall take effect retroactive to February 21, 2021, upon the approval date subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, and any subsequent extensions.

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

DocuSigned by:
Gregory Spino
43BA3F4A8038458...

Date: 6/8/2021

Contractor Signatory Name
Gregory Spino
Deloitte Consulting, LLP

STATE OF NEW HAMPSHIRE

DocuSigned by:
David Wieters
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Date: 6/8/2021

David Wieters, Director of Information Services
State of New Hampshire
Department of Health and Human Services
State of New Hampshire

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Vaccine Scheduling and Administration
DHHS-2021-068
CONTRACT AMENDMENT #1

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

Approved by the Attorney General

DocuSigned by:



DEC182021E32C44E
Catherine Pinos

State of New Hampshire, Department of Justice
Attorney

Date: 6/9/2021

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, and any subsequent extensions.

Office of the Secretary of State

Date: _____

State of New Hampshire, Department of Administration

State of NH Contract

Date: 6/8/2021

Contractor's Initials

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GS



Lori A. Shildenette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 6, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into a **Retroactive, Sole Source** contract with Deloitte Consulting LLP. (VC#174776, P001), Concord, NH, in the amount of \$1,513,607 to implement an Immunization Information System that will integrate with State of New Hampshire Fully Qualified Health Care Facilities (FQHCs) electronic medical records systems to act as an immunization registry for the State, with the option to renew for up to three (3) additional years, for the period of November 8, 2020, through November 8, 2021. 100% Other Funds (DHHS COVID RELIEF FD FR GOFERR).

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-095-950010-19280000 HEALTH & SOCIAL SERVICES, DEPARTMENT OF HEALTH & HUMAN SERVICES, DHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, DHHS COVID RELIEF FD FR GOFERR

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	103-502664	Contracts for Prog Svc	95010770	\$1,513,607
			Subtotal	1,513,607

EXPLANATION

This contract is **Retroactive** because the Department did not have the fully executed contract documents completed in time for Governor approval to meet the COVID-19 response needs. This contract is **Sole Source** because the Department, in the interest of the public's health and safety, determined this Contractor had the capacity and was willing to engage in the required work immediately.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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New Hampshire is required to implement a vaccination registration, scheduling, and administration solution to support the statewide distribution of COVID-19 vaccinations. The Department has planned for and procured an Immunization Information System that will provide the immunization registry for the State. However, the system is fully dependent on the automation of the health care providers in New Hampshire to leverage their own scheduling, registration, and administration system and electronically report to the Division of Public Health Services the information required for the registry.

The Immunization Information System is scheduled to be fully operational, including electronic integration, in April 2021. The State needs a system that will support the scheduling, registration, and administration of the COVID-19 vaccine that could support both the initial critical care workers as well as the general population in advance of the Immunization Information System going live into production. To accomplish this, the Department evaluated the three leading solutions for vaccine administration for COVID-19: the Centers for Disease Control and Prevention's (CDC) Vaccination Administration Management System (VAMS), Salesforce VaxForce, and Deloitte's Vaccine Distribution Management System (VDMS). Based on the flexibility to meet not only the critical rollout of the vaccine, but also the general population and integration with current platform technologies in place at the State, including Salesforce and the Enterprise Business Intelligence platform, we requested to sole source with Deloitte to implement their solution.

The COVID-19 pandemic has necessitated the expedient deployment of new functionality surrounding the immunization information services requiring the State of New Hampshire to implement a registration, scheduling, and administration of the planned COVID-19 vaccinations to be distributed to the State for the critical care staff statewide as well as planned rollout to the citizens and clients within the state. Based on the critical nature of COVID-19 vaccinations and readiness, the CDC required the State of New Hampshire to have a solution in place to receive, register, schedule, administer, and report on vaccinations within the State as of November 15, 2020. This resulted in a three-step process for COVID-19 immunizations at the State. Starting with the implementation of the VAMS offered by the CDC to meet the November 15, 2020, deadline, the State will begin entering critical care staff into the system in partnership with the New Hampshire Hospital Association. Based on the Department's needs for enhancement functionality, including enterprise trend-based analytics, surveys of vaccinated individuals, as well as client self-service registration for vaccinations, the Department will need to replace the VAMS solution and integrate it with the New Hampshire Immunization Information System. The second step is to implement the VAMS associated with this contract followed by the third step of integration with the New Hampshire Immunization Information System.

Area served: Statewide

Source of Funds: 100% Other Funds DHHS COVID RELIEF FD FR GOFERR

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

Respectfully submitted,



Lori A. Shabinette
Commissioner



Denis Goulet
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

December 23, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Retroactive, Sole Source contract with Deloitte Consulting LLP., of Concord, NH as described below and referenced as DoIT No. 2021-068.

This is a request to enter into an agreement to provide the implementation of an Immunization Information System to support the statewide distribution of COVID-19 vaccinations to the State for the critical care staff throughout the state, as well as planned rollout to the citizens and clients within the state. This procurement will encompass requirements for implementing an immunization registration, scheduling and administration solution along with associated training and support to maintain the system.

The amount of the contract is not to exceed \$1,513,607.00, and shall become effective upon the date of Governor and Executive Council approval, retroactive to November 8, 2020, through November 8, 2021.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2021-068

cc: Michael Williams, IT Manager, DoIT

FORM NUMBER P-37 (version 12/11/2019)

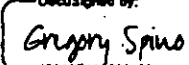
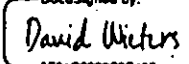
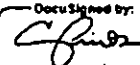
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Humans Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Deloitte Consulting, LLP		1.4 Contractor Address 7 Eagle Square, Suite 301 Concord, NH 03301	
1.5 Contractor Phone Number (603) 227-0300	1.6 Account Number 05-95-095-950010-19290000	1.7 Completion Date 11/08/21	1.8 Price Limitation \$1,513,607
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Gregory Spino Date: 12/28/2020		1.12 Name and Title of Contractor Signatory Gregory Spino Managing Director	
1.13 State Agency Signature DocuSigned by:  David Wieters Date: 12/28/2020		1.14 Name and Title of State Agency Signatory David Wieters Director Information Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/29/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES VACCINATION SCHEDULING AND ADMINISTRATION

PART 2 INFORMATION TECHNOLOGY PROVISIONS

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
VACCINATION SCHEDULING AND ADMINISTRATION**

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PART 2 – INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

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

Deloitte Consulting, LLP

Contractor Initials: GS

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Commercial Off the Shelf Software (COTS)	Commercial off-the-shelf (COTS) is a term that references a non-developmental computer software.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Computer Security Incident	"Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
Confidential Information	<p>Information required to be kept Confidential from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of any state agency or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information</p>
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.

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

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

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

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

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

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

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

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

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

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INTRODUCTION

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

The COVID-19 pandemic has necessitated the expedient deployment of new functionality surrounding the immunization information services requiring the State of New Hampshire to implement a registration, scheduling, and administration of the planned COVID-19 vaccinations to be distributed to the State for the critical care staff throughout the state as well as planned rollout to the citizens and clients within the state. The State is in the process of implementing an Immunization Information System that will be able to integrate with State of New Hampshire Fully Qualified Health Care Facilities (FQHC's) electronic medical records systems to act as an immunization registry for the state. This system is estimated to go live on December 7, 2021, on a limited basis with a full rollout to be completed in April 2021. Based on the critical nature of COVID-19 vaccinations and readiness the Center for Disease Control and Prevention (CDCP) required the State of New Hampshire to have a solution in place to receive, register, schedule, administer and report on vaccinations within the State as of November 15, 2020. This resulted in a three-step process for COVID-19 immunizations at the State. Starting with the implementation of the Vaccination Administration Management System (VAMS) offered by the CDCP to meet the November 15, 2020, the state will begin entering critical care staff into the system in partnership with the New Hampshire Hospital Association. Based on the department's needs for enhancement functionality to include enterprise trend based analytics, surveys of vaccinated individuals as well as client self-service registration for vaccinations the department will need to replace the VAMS solution and integrate with the New Hampshire IIS system.

This project will encompass requirements for implementing an immunization registration, scheduling and administration solution along with associated training and support to maintain the system.

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RECITALS

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

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

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. Contract Documents

This Contract Agreement SS-2021-OCOM-09-VACCI-01 DHHS 2021-068 is comprised of the following documents:

- A. Part 1 – Form P-37 General Provision
- B. Part 2 – Information Technology Provisions
- C. Part 3 – Exhibits
 - Exhibit A – Special Provisions
 - Exhibit B – Scope of Services
 - Exhibit C – Price and Payment Schedule
 - Exhibit D – Administrative Services
 - Exhibit E – Implementation Services
 - Exhibit F – Testing Services
 - Exhibit G – Maintenance and Support Services
 - Exhibit H – Requirements
 - Exhibit I – Work Plan
 - Exhibit J – Reserved
 - Exhibit K – Warranty & Warranty Services
 - Exhibit L – Training Services
 - Exhibit M – Reserved
 - Exhibit N – Reserved
 - Exhibit O – Attachments and Certificates

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2. CONTRACT TERM

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

3. COMPENSATION

3.1. Contract Price

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

3.2. Non-Exclusive Contract

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

4. CONTRACT MANAGEMENT

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

4.1. Contractor's Contract Manager

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

Deloitte Consulting, LLP 7 Eagle Square Suite 301, Concord, NH 03301

Contact information to be provided as part of Work Plan

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4.2. Contractor's Project Manager

- 4.2.1.** The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor shall provide the project manager's resume, qualifications, references and successful background checks. The State may require removal or reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 4.2.2.** The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Part 3 – Exhibit I: Work Plan, Section 2: Contractor Roles and Responsibilities. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.
- 4.2.3.** Except in the event of disability, illness, grave personal circumstances, or separation from service ("Removal Justifications"), the Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced and meet the requirements of the Contract; and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.
- 4.2.4.** Notwithstanding any other provision of the Contract, unless the Contractor cures the failure within the Cure Period following written notice from the State, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a Contractor Project Manager meeting the requirements and terms of the Contract. The Cure Period for this requirement is defined as within Ten (10) business days.
- 4.2.5.** Contractor Project Manager is:
Prabhakar Arulraj
7 Eagle Square, Suite 301
Concord, NH 03301

4.3. Contractor's Key Project Staff

- 4.3.1.** The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth within this Contract. Any background checks shall be performed in

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accordance with Part 2 – Information Technology Provisions, Section 4.6: Background Checks.

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

4.4. State Contract Manager

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

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

DHHS-contracts@dhhs.nh.gov

4.5. State Project Manager

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

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

- 4.5.2. The State Project Manager is:

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

David.Wieters@dhhs.nh.gov

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4.6. Reference and Background Checks

- 4.6.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.
- 4.6.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 – Information Technology Provisions, Section 11: Use of State's Information, and Confidentiality.

5. DELIVERABLES

5.1. The Contractor's Responsibilities

- 5.1.1. The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.
- 5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract, upon request. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. Deliverables and Services

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

After receiving written certification from the Contractor that a Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the requirements outlined in Contract Exhibit A. The State will notify the Contractor in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written certification. If the State rejects the Deliverable (i.e. the Deliverable does not meet the requirements outlined in Exhibit A), the State shall notify the Contractor of the nature and class of the deficiency and the Contractor shall correct the deficiency within the period identified in the Work

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Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its acceptance or rejection thereof, with the option to extend the review period up to five (5) additional business days. If the Contractor fails to correct the deficiency within the allotted period of time after at least 3 attempts, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

6. SOFTWARE

No software is being conveyed as part of this contract

7. SERVICES

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

7.1. Administrative Services

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

7.2. Implementation Services

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

7.3. Reserved

7.4. Maintenance and Support Services

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

7.5. Warranty Services

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

7.6. Training Services

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

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8. WORK PLAN DELIVERABLES

- 8.1. The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.2. The initial Work Plan (also referred to as the "Project Plan") shall be a separate Deliverable and shall be completed with input from the State as described in Part 3 – Exhibit B: Scope of Services.
- 8.3. Unless otherwise agreed in writing by the State, changes to the Part 3 – Exhibit 1: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.4. In the event of any delay in the Schedule, the Contractor must promptly notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.
- 8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
- 8.6. Work Plan Deliverables shall be accepted by the State in accordance with the process outlined in Section 5.2 above.

9. CHANGE ORDERS

- 9.1. The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Health and Human Services. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan as agreed to by the parties shall be included within an Amendment to the Contract as necessary.
- 9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing and any changes which are agreed to by the parties shall be included within a mutually agreeable Change Order.

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- 9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. Contractor's Materials

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

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

10.1.3 With regards to the Vaccine Management Solution ("VMS"), the Contractor hereby grants to the State a worldwide, royalty-free, perpetual, irrevocable, fully paid-up, non-exclusive license to use, modify or otherwise prepare derivative works for the State's internal business purposes, the VMS. Except for such license grant, the Contractor retains all rights in and to the VMS.

10.1.4 The State hereby grants to the Contractor a non-exclusive, worldwide, royalty-free, perpetual, irrevocable license (with right to sublicense and the right of sublicenses to sublicense further) to use, make, execute, reproduce, sell, display, perform, distribute, based on, any or all of the Deliverables (including, but not limited to, any modifications or enhancements to the VMS), and any derivatives thereof, and all intellectual property rights therein.

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10.2. State Website Copyright.

WWW Copyright and Intellectual Property Rights

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

10.3 Survival

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

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

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

11.2. State Confidential Information

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

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

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

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by the disclosing party;

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

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

11.4. Contractor Confidential Information

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

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

11.6. The State hereby grants Contractor a license to use, modify, distribute and display State Data (a) on the Service Software, (b) for Network evaluation and reporting purposes and (c) in connection with providing Services to Customer. The State hereby grants all Network Participants a license to access State Data and to use it as permitted by the functionality of the Service Software, provided that the Network Participants

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may not (i) upload, input, submit, transmit, sell, assign, lease, license, or otherwise provide State Data to third parties who are not part of the Network or (ii) use State Data in violation of applicable law.

11.7. Survival

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

12. LIMITATION OF LIABILITY

12.1. State

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

12.2. CONTRACTOR

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


Notwithstanding the foregoing, this limitation of liability shall not apply to any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct.

Notwithstanding the monetary limitation contained in this paragraph 12.2 above, in the event a claim or action is brought against the State in which infringement, and/or any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

12.3. States Immunity

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

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12.4. Survival

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

13. TERMINATION

13.1. Termination Procedure

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

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

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“Contractor Technology” shall mean works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon;

- g. Provide written Certification to the State that the Contractor has surrendered to the State all said property; and
- h. Assist in Transition Services, as reasonably requested by the State at Contractor's then current fees for such Transition Services.

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

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

13.1.3 The Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days or the Vendor may terminate the Contract.

13.2. Survival

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

14. DISPUTE RESOLUTION

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- 14.1 Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.
- 14.2 The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:
- 14.3 The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

TABLE 14.3: Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Prabhakar Arulraj	Information Services Director	Five (5) Business Days
First	Gregory Spino	DHHS Deputy Commissioner	Five (5) Business Days
Second	Gregory Spino	DoIT Commissioner	Ten (10) Business Days
Third	Scott Workman	DHHS Commissioner	Ten (10) Business Days

15. DOIT GENERAL TERMS AND CONDITIONS

15.1 Computer Use

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

- a. Every Contractor Personnel has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business including performing the terms of this Contract, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so as permitted by this Contract.
- c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with this Contract and any security policies or procedures

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provided to Contractor in writing.

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

15.2 Regulatory Government Approvals

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

16. GENERAL CONTRACT REQUIREMENTS

16.1 Insurance certificate

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

16.2 Exhibits

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

16.3 Survival

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

16.4 Force Majeure

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

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

16.5 Notices

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

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TABLE 16.5: Notices	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
Prabhakar Arulraj	Project Manager
7 Eagle Square	127 Pleasant Street
Concord NH 03301	03301
	603-271-9529
	David.wieters@dhhs.nh.gov

16.6 Electronic Execution

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

17. DATA PROTECTION

17.1 Data Protection

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

17.2 Right to Remove Individuals

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

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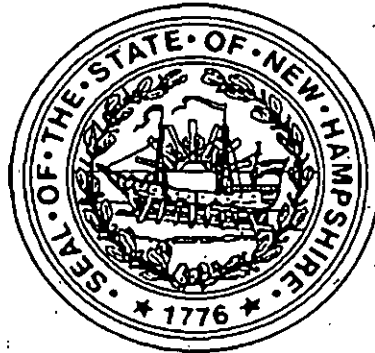
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES VACCINATION SCHEDULING AND ADMINISTRATION

PART 3 INFORMATION TECHNOLOGY EXHIBITS

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**PART 3 - INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT A - SPECIAL PROVISIONS**

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective upon the Governor's approval ("Effective Date").

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

3.3. The parties may extend the Agreement for up to three (3) additional year(s) from the Completion Date, only if a source of funding is clearly identified, which is not the Governor's Office for Economic Relief and Recovery (GOFERR) funding, for continuation of services contingent upon satisfactory delivery of services, agreement of the parties, and required governmental approval.

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

9.1. Reserved

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

10. Data/Access/Confidentiality/Preservation

10.1. Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State, except as expressly permitted in this Contract.

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

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

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

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

1.7. Paragraph 14. Insurance, Subparagraph 14.1 is amended as follows:

14.1. The Contractor shall maintain in effect the following policies of insurance covering claims and liabilities arising from this Agreement:

14.1.1. All insurance coverages required by applicable Law, including workers' compensation with statutory minimum limits;

14.1.2. Employer's liability insurance with no less than a \$1,000,000 limit; per accident, \$1,000,000 per employee. \$1,000,000 policy limit by disease;

14.1.3. Commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and aggregate, providing coverage for bodily injury, personal and advertising injury, or death of any persons and injury to or destruction of property, including loss of use resulting therefrom. Also including contractual liability pursuant to policy terms and conditions covering Deloitte's liability under this Agreement;

14.1.4. Professional liability or errors and omissions insurance covering failure of the Services to conform to Specifications with limits of at least \$2,000,000, which provides coverage on an occurrence basis or, if on a claims-made basis, and Deloitte will maintain continuous coverage for two (2) years after the termination or expiration of this Agreement subject to continued commercial availability;

14.1.5. Automobile (or other motor vehicle) liability insurance with not less than a \$1,000,000 per accident limit covering the use of any auto (or other motor vehicle) in the rendering of Services to be provided under this Agreement;

14.1.6. If this Agreement involves hosting or processing of any Personal Information, cyber liability insurance with limits of not less than \$1,000,000 for each claim for wrongful or negligent acts and an

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annual aggregate of not less than \$2,000,000, covering privacy, media, information theft, damage to or destruction of electronic information, unintentional release of private information, alteration of electronic information, extortion and network security which provides coverage on an occurrence basis or, if on a claims-made basis, then Deloitte will maintain continuous coverage for one (1) year after the termination or expiration of this Agreement; the coverage may be included under the Professional Liability coverage form; and

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

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EXHIBIT B – SCOPE OF SERVICES**

1. STATEMENT OF WORK

1.1. General Project Assumptions

- a. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the Project.
- b. Prior to the commencement of work on Non-Software and Written Deliverables, where applicable, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- c. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and integrity of State networks, Systems and Data. Notwithstanding the definition of Confidential Information, Contractor may share Confidential Information provided by the State with third parties solely in connection with the activities and related services enabled by the Vendor Software as permitted by this Contract.
- d. The Deliverables are set forth in the Schedule described below in Table 2.5.
- e. Pricing for Services set forth in Part 3 - 2.3 Fixed Price Payments for Tasks and Deliverables. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES

Vendor Responsibilities

The Vendor will be responsible for providing comprehensive software configuration and support services across the product implementation life cycle for the defined software enhancement priorities. This includes:

- Discovery/Planning: The Vendor will be responsible developing a comprehensive plan, including key milestones and deliverables, to configure and support the product. The Vendor may facilitate one or more discovery sessions with DHHS to ensure a shared understanding of business and technical objectives and constraints.
- Analysis, Design, and Configuration: The Vendor will be responsible for all analysis and design activities including documenting product backlog, defining key fields, determining data entry standards, determining validation rules, and mapping process to product capabilities. The Vendor will also be responsible for design and development work to configure the product and corresponding reporting and analysis capabilities.

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- **Testing:** The Vendor will perform all unit, system, and integration testing activities to provide a quality software. The Vendor will provide the result of its testing to the Department. The application will be available in non-production environments to be available for user acceptance testing by DHHS stakeholders.
- **Data Integration:** The Vendor will be responsible for tasks and activities to integrate the product data, such as recipient data and vaccine event data, into the enterprise data warehouse (EDW). This includes corresponding analysis, design, development, and testing activities.
- **Training:** The Vendor will be responsible for developing user guides and help desk guides and train the Train the Trainer (TTT) user group of DHHS.
- **Deployment:** The Vendor will be responsible for activities to set up and support the deployment of the product to one or more user groups within the Department.
- **Post Roll Out:** The Vendor will be responsible for post implementation and technical support activities refining the product within the capacity as specified in TABLE 2.5: Deliverables.
- **Help Desk:** The Vendor will be responsible for providing Help Desk support within the capacity as specified in TABLE 2.5: Deliverables.
- **Project Management:** The Vendor is expected to manage the project to successful completion, including managing its resources and Deliverables. The Vendor must identify a Vendor Project Manager who has general oversight, management, and decision-making responsibilities for the vendor. The Department will appoint a DHHS Project Manager to work closely with the Vendor Project Manager. At project initiation and periodically as needed, the Vendor Project Manager will work with the DHHS Project Manager to finalize the process, templates, and expectations pertaining to Vendor project management, including status reporting, risk/issue mitigation, Deliverable reviews, project schedule, and other mutually agreed upon project management activities. At a minimum, the Vendor will be responsible for maintaining the Project Plan and providing an issue/risk tracking approach and log. DHHS will work with the Vendor to review and finalize the Project Plan in accordance with agency priorities and to establish the project's status reporting requirements and meeting schedule.

Department Responsibilities

The Department will be responsible for:

- **Scope Definition:** Department resources will be responsible determining the content and priorities of software enhancement services to be provided, in accordance with the strategic priorities of the Department.
- **Subject Matter Expertise:** Department resources will be responsible for providing subject matter expertise on existing/envisioned business processes.
- **Artifact Approval:** The Department will review and approve all the relevant Artifacts for the project.
- **User Acceptance Testing:** The Department will be responsible for coordinating and executing any user acceptance testing of the Deliverables, following the completion of Vendor testing, against a test environment to ensure that functionality meets end user needs.
- **Enterprise Support:** The Department will be responsible for making changes to enterprise objects/code while integrating the base solution into enterprise orgs.

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2.3 Fixed Price Payments for Tasks and Deliverables

A Deliverable or Task will be considered "completed" when DHHS has determined (not to be unreasonably denied) that the acceptance criteria for that specific Deliverable or Task has been met as specified in Table 4 of this SOW. Deloitte agrees to invoice DHHS for the Deliverables or work completed per the requirements set forth in this SOW and the relevant Task Order. Payments for specific Tasks and Deliverables shall be made in accordance with Table below.

Fixed Price Deliverables and Tasks

Deliverable or Task Number	Deliverable or Task Name	Milestone Payment
1	Base Product Install	\$625,663
2	*January – August Service Subscription	\$887,944

- *The subscription services will be paid up front.

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2.2 KEY MILESTONES AND TARGET MILESTONE DATES

For the Fixed Deliverables of this Agreement, Deloitte shall perform Tasks or deliver Deliverables in conformance with the Description and Metrics of Acceptance on or before Milestone Schedule date set forth in the below Table.

TABLE 2.5: Deliverables		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	<p>VMS Discovery and Beta Install (Due 12/31/2020): Task 1 will include project kick off and discovery research to inform a user centric design for the DHHS using Deloitte's VMS product built in Salesforce. This includes:</p> <ul style="list-style-type: none"> • Project Kick Off/Discovery – including the completion of discovery sessions with DHHS policy/practice experts and DoIT • Research – including a review of the current VMS product and desired outcomes for the envisioned product • Project Planning – including the development of the comprehensive project plan and the initial product backlog • Minimally Viable Product (MVP) • Training <p>Acceptance will be based on DHHS acceptance of the below:</p> <ul style="list-style-type: none"> • Project Kick/Off Deck • Discovery Session Meeting Summary • Project Plan • Initial Product Backlog List • Draft of Training Manuals and User Guide <p>Demonstration and Installation of the Minimally Viable Product</p>	Software, Non-Software, Written

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2	<p>Service Subscriptions: Refinement of base product based on product backlog of support items and system support and maintenance based on the capacity planned as part of Service Subscriptions:</p> <ul style="list-style-type: none"> • 1 Part time Project Manager (16 hours a week) • 1 Functional Analyst to support product refinement • 1 Help Desk person providing support for triage and escalation support for providers and general public • 1 training person to provide training support <p>Acceptance will be based on DHHS acceptance of the below:</p> <ul style="list-style-type: none"> • Demonstration of Product Backlog items delivered in that particular month to address issues with existing system • Availability of enhanced product for DHHS staff • Help Desk – Incident Summary and Resolution Report 	Software, Non-Software, Written
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Project-Specific Assumptions

- The initial base product (minimum viable product, MVP) will be capacity based and will contain the product backlog items prioritized for MVP.
- State will augment help desk support and training if need exceeds capacity.
- Help desk support limited to business hours.
- Systems support capacity based, with on-call.
- State to provide call center infrastructure and utilize State Jira for call tracking.
- State to acquire Salesforce licensing.
- MVP based on sprint budget hours as burndown capacity.
- Training resources to be allocated based on DHHS priorities within the allocated training resources capacity.

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- i. Assumes re-use of transfer assets as developed and standards and limited State specific standards with exception of shared out-of-the-box enterprise objects (Contact, Accounts, Additional Address).
- j. Vendor is not responsible for managing vaccine inventory, and inventory and supply chain management are out of scope for this contract – clinics will need to manage schedules based on supply outside of this system.
- k. Vendor is not responsible for call center, call management or call handling as it relates to support and maintenance.
- l. Vendor will utilize State issued equipment to include laptops, soft phone, call management and/or call handling systems to answer and troubleshoot calls.
- m. Vendor will utilize State provided incident management solution to log all calls and their resolutions.
- n. The Contractor will utilize the Department's loaned assets to expand upon their personnel's ability to support the public callers in utilizing the Centers for Disease Control's electronic Vaccine Administration Management System (VAMS), the Department's New Hampshire Immunization Information System (NHIIS) or the Vaccine Management System (VMS) being implemented as part of this contract. The loaned assets are outlined in Exhibit A-2 Asset Inventory, which is attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:
 - o. Assets to be Used by User: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with some or all of the Assets listed on Table A-1, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets selected from Exhibit A-2 will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management.
 - p. The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein, unless otherwise agreed upon by mutual written consent.
 - q. The Contractor acknowledges the assets will be provided (at the State's cost) with Windows 10 Professional (OEM version) and Microsoft Office software and all State of New Hampshire security and compliance software. It is the responsibility of the Contractor to supply Internet connectivity at their remote location and utilize the State of New Hampshire Virtual Private Network (VPN) to connect to the State network to perform their duties as it relates to support and maintenance of the solutions and services herein.
 - r. The Contractor understands and agrees that the Department retains ownership of the loaned assets and the vendor will return them (at the vendor's cost) to the

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT B – SCOPE OF SERVICES**

Department in good working condition when no longer needed for COVID-19 vaccine administration or within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

- s. The Vendor must perform application stress testing and tuning. This requirement will be handled during the subscription phase.

Asset Inventory

Full Name of Primary Point of Contact for Asset: _____

Email Address for POC: _____

Phone Number for POC: _____

Office Address for POC: _____

Asset Name
Dell Laptop (includes power cord)
Dell docking station (includes power cord and dock)
Dell monitor (includes power cord and HDMI cable)
Dell wired keyboard
Dell wireless mouse
Laptop briefcase

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**PART 3 - INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT C - PRICE AND PAYMENT SCHEDULE**

1. PAYMENT SCHEDULE

1.1. Contract Type

- a. This is a Fixed Firm Price Contract with a not to exceed 10,188 hours. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables in Section 2.3.
- b. Based on the initial product backlog provided herein the Department's estimation includes configuration/testing hours to implement the proposed VMS solution. This estimation will be re-confirmed during the discovery phase when it is expected some requirements (product backlog items) will increase, while others will decrease, based on the detailed information defined during this phase. However, the overall estimation is expected to stay within the initial estimation of hours, schedule and the fixed fee given the delivery capacity and proposed staffing is based on this.
- c. All such fees above are exclusive of reimbursable expenses for travel and lodging, which may be accrued by Contractor. As outlined in Section 3 the State will not be responsible for travel or other out of pocket expenses. Payments to Contractor are due within thirty (30) days of receipt of the applicable invoice.

1.2. Future Vendor Fees Worksheet

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

The State and Contractor agree to the following fees in the event the contract is extended as described in Part 2 - Information Technology Provisions Section 2: *Contract Term*. This contract shall remain in effect for one (1) year from the Effective Date set forth on the cover page (the "Initial Term"). At any time during the Term (as defined below), this SOW may be amended and additional Services purchased with the written consent of the Parties. Contractor shall have the right to increase the applicable fees prior to any Renewal Term; provided that Contractor provides Department reasonable notice prior to the end of the then-current term.

2. CONTRACT PRICE

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

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

3. TRAVEL EXPENSES

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

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. INVOICING

- a. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery, and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.
- b. Upon receipt of a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt and all disputes shall be resolved in accordance with Section 14 of Part 2, Information Technology Provisions). Invoices will not be backdated and shall be promptly dispatched.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

6. INVOICE ADDRESS

Invoices may be sent to:

Financial Manager

Department of Health and Human Services

105 Pleasant Street

Concord, NH 03301

Email – invoicesforcontracts@dhhs.nh.gov

7. PAYMENT ADDRESS

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

8. OVERPAYMENTS TO THE CONTRACTOR

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

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT D – ADMINISTRATIVE SERVICES**

1. ACCESS/COOPERATION

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

2. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

3. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system that allows for an audit per the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the U.S. Government Accountability Office (GAO standards). The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT E – IMPLEMENTATION SERVICES**

4. PROJECT MANAGEMENT

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

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT F – TESTING SERVICES**

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

1. TESTING AND ACCEPTANCE

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

2. USER ACCEPTANCE TESTING (UAT)

- 2.1. UAT begins upon completion of the Software as a Service configuration as required and user training according to the Work Plan.
- 2.2. The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.
- 2.3. UAT will not include a performance and stress test of the System for the base product installation. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the MVP (Minimal Viable Product) product backlog.
- 2.4. The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Product Backlog.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State with the product backlog items in the product backlog to use as the basis for UAT. • Monitor the execution of the UAT and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the product backlog prioritized for MVP that will be tested as part of UAT. • Validate the Acceptance Test environment.

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	<ul style="list-style-type: none"> • Conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

3. Performance Tuning and Stress Testing

The VMS is developed on the Salesforce Platform and below requirements will not be handled as part of the base (MVP) installation.

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

3.2. Scope

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

3.3. Test Types

- a. Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.
 - i. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each

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individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

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

3.4. Tuning

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

4. Penetration Testing (Non-PCI)

The VMS is developed on the Salesforce Platform and below requirements will not be handled as part of the base (MVP) installation. Should this become a requirement, the parties agree to mutually modify this contract as appropriate.

- 4.1. The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.
- 4.1.2. Implement a methodology for penetration testing that includes the following as applicable:
 - a. Industry-accepted penetration testing approaches (for example, NIST SP800-115).
 - b. Includes coverage for the entire CDE perimeter and critical Systems.
 - c. Includes testing from both inside and outside the network.
 - d. Includes testing to validate any segmentation and scope-reduction controls.
 - e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in PCI DSS Compliance Requirement 6.5.
 - f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems.
 - g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months.

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h. Specifies retention of penetration testing results and remediation activities results.

- 4.1.3. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).
- 4.1.4. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).
- 4.1.5. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.
- 4.1.6. If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operation and effective, and isolate all out-of-scope Systems from in-scope Systems.

5. Successful UAT Completion

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

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System within the allotted hours available as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract Completion Date. System availability of VMS is based on Salesforce Platform availability and availability requirements will be met by Salesforce.

2. DEFINITIONS.

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

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

3. CONTRACTOR'S RESPONSIBILITY

3.1. The VMS System will be maintained in accordance with the Contract and will be met by Salesforce yearly maintenance schedule. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

3.2. Maintenance Releases

The Contractor shall make available the Salesforce maintenance schedule and details 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.

3.3. Standard Agreement

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EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES**

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

4. SYSTEM SUPPORT

4.1. Contractor's Responsibility

- 4.1.1. The Contractor will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.
- 4.1.2. VMS will be available to Customer, as measured by hours Available over the course of each calendar month during the Term, at least 99.9% of the time as supported by Salesforce, excluding the time the Service Software is not Available as a result of one or more Excluded Events.
- 4.1.3. PII and PHI. Customer acknowledges and agrees that it shall, and shall cause its Authorized Users to, exclude PII (including PHI) from support requests.
- 4.1.4. As part of the Software maintenance Agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
- 4.1.5. The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, via approved live-chat and email support channels from 9am to 5pm ET in accordance with the terms set forth in this exhibit at no additional cost to the State.

5. SUPPORT OBLIGATIONS AND TERM

The support services are provided within the planned capacity for the duration specified for the subscription service in 2.3 Fixed Price Payments for Tasks and Deliverables.

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

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- 5.3.5. Deficiency resolution information;
- 5.3.6. Resolved by; and
- 5.3.7. Identifying number (i.e. work order number).
- 5.4. Issue Identified by; and The Contractor must work with the Department to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - 5.4.1. Diagnosis of the root cause of the problem; and
 - 5.4.2. Identification of repeat calls or repeat Software problems.
- 5.5. If the Contractor fails to correct a Deficiency, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 – Information Technology Provisions - Section 13.1: Termination for Default, and the State shall have the right, at its option, to pursue remedies in Part 2, Section 13.1.2 (unless cured during the cure period upon written notice from the State)

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EXHIBIT H – REQUIREMENTS**

1. BUSINESS REQUIREMENTS

The below table provides the initial list of product backlog which will be further elaborated in the discovery phase and prioritized for MVP that will be configured in the VMS solution

#	Epic	Feature Name	Feature Description
1	Public Portal	Clinic Search	As a recipient, I should be able to search for vaccination clinics based on geography through a public facing portal without registering first.
2	Public Portal	Recipient Registration	As a recipient, I should be able to register myself within a public facing portal to allow me to schedule a vaccination.
3	Public Portal	Appointment Scheduling Change	As a recipient, I should be able to change my scheduled vaccination appointment (automatically cancelling the previous appointment) through a public facing portal [Current VAMS process is 2-step, do we want to confirm if this work needs to be done to make it 1-step].
4	Public Portal	Password Reset	As a recipient, I should be able to reset my registration password through a public facing portal.
5	Public Portal	Recipient Registration	As a recipient, I should be able to register my child(ren) or dependent(s) in the system and be in the system as their point of contact (adhering to all HIPAA requirements).
6	Public Portal	Password Reset	As a recipient, if I don't remember my username/password, I should be able to utilize other information to have my login information provided/reset.
7	Jurisdiction	Update Vaccination Clinics (Hospitals, Clinics etc.)	As a DHHS Staff, I should be able to update Clinic or Vaccination Clinic details.
8	Jurisdiction	Clinic Bulk Upload	As a DHHS Staff or Provider, I should be able to perform a bulk set up of Vaccination Clinics through data provided in a preformatted excel template.

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9	Jurisdiction	Update Vaccination Clinic Administrators	As a DHHS Staff, I should be able to deactivate the current administrator and set up a new administrator who should be able to enter center details (hours of operation, address, staff members, number of vaccine administration stations etc.).
10	Jurisdiction	Set up Vaccination Clinic Staff (Front Desk Person, HealthCare Professionals or other Clinic Roles)	As a DHHS Staff, I should be able to set up new Staff (Front Desk, Healthcare Professionals, or other Clinic Roles) working in any Vaccination Clinics.
11	Jurisdiction	Update Vaccination Clinic Staff (Front Desk Person, HealthCare Professionals)	As a DHHS Staff, I should be able to deactivate the Staff (Front Desk, Healthcare Professionals) working in any Vaccination Clinics.
12	Jurisdiction	Send Staff Registration Email	As a DHHS Staff, I should be able to send the initial registration email to Staff (Front Desk, Healthcare Professionals) working in any Vaccination Clinic.
13	Jurisdiction	Password Reset	As a DHHS Staff, I should be able to reset password of any registered user in the VMS system.
14	Jurisdiction	Organization - Employee Set up	As a DHHS Staff, I should be able to set up Employees to receive vaccine.
15	Jurisdiction	Organization - Employee Registration Email	As a DHHS Staff, I should be able to send the initial registration email to employees of Organizations to complete registration and schedule vaccine appointments.
16	Jurisdiction	Mass Communication	As a NH DHHS Staff I should be able to send an email to all providers in the system.
17	Reporting	Vaccination Clinic Report	As a DHHS staff, I should be able to pull a report of Vaccination Clinics grouped by geographical attributes such as County, City etc.
18	Reporting	Appointments Report	As a DHHS staff, I should be able to pull a report of all appointments scheduled grouped by Vaccination Clinic within a date range.

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19	Reporting	Appointment Reminder Report	As a Clinic Front Desk Worker I should be able to pull a report from VMS for scheduled appointments within a future date range to make phone reminders to patients who requested them.
20	Reporting	Vaccination Report	As a Clinic Administrator or DHHS staff, I should be able to pull a report that shows how many vaccines were administered grouped by Vaccine type over a specific date range.
21	Reporting	Schedule Reports	As a Clinic Administrator I should be able to pull a report from VMS that tells me how many appointments were scheduled during a specific date range.
22	Reporting	Waste Reports	As NH DHHS Staff I should be able to pull a report from VMS that lists out amount of waste by Vaccination Clinic.
23	Reporting	Account Creation Status	As a DHHS Staff I should be able to pull a report of who has received a registration email, and who has created accounts from that email.
24	Integration	Vaccine Data Upload - Precertification	As an Organization or a Clinic Administrator, I should be able to upload a sample data file to VMS to have my EHR approved to upload to the New Hampshire IIS/EDW.
25	Integration	Vaccine Data Upload – Administration Data	As an Organization or a Clinic Administrator, I should be able to upload the daily Vaccine data file to VMS.
26	Integration	VMS Data Transfer	As the NH DHHS Staff I should be able to set up automatic transfer of data from VMS to EBI.
27	Integration	VMS Data Transfer	As the NH DHHS Staff I should be able to set up automatic transfer of data from EBI to IIS.
28	Clinic	Organization/Clinic Creation	As a clinic/organization I should be able to go to a portal /form to enter my clinic/organization's details and submit it to NH DHHS Staff to approve it. (Optimal Solution)

Deloitte Consulting, LLP

Contractor Initials:

GS

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EXHIBIT H – REQUIREMENTS**

29	Jurisdiction	Organization/Clinic Creation	As DHHS Staff I should be able to approve any clinic/organization's submitted details.
30	Clinic	Clinic Setup	As a Clinic Administrator I should be able to list a Primary and Secondary POC within my clinic.
31	Organization	Organization Setup	As an Organization POC I should be able to list a Primary and Secondary POC within my Organization.
32	Data Migration	Data Migration	Outstanding question for CDC: As a DHHS staff, I should be able to migrate data from CDC VAMS instance to NH VMS instance (e.g., for clinic set up, to de-conflict schedule issues).
33	Reporting	Flat File Upload Report	As DHHS Staff I should be able to view a report in VMS that shows what clinics have requested the ability to upload flat files, and what their approval status is (ex. Pending DHHS Approval, Approved).
34	Jurisdiction	Re-Send or Re-Generate Staff Registration Email	As a DHHS Staff, I should be able to re-send the initial registration email or re-generate the registration email to Staff (Front Desk, Healthcare Professionals or other Clinic Roles) working in any Vaccination Clinic.

TRAINING Business Requirements – Not Applicable

GENERAL Business Requirements – Not Applicable

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VMS is built as a SaaS on a PaaS Salesforce platform and below requirements under Data Retention and Integrity, General Specifications, Application Security, Application Security Testing, Standard Testing, Hosting-Cloud, Disaster Recovery, and Hosting Security will not be handled by Deloitte as part of the base installation. These will be handled by the SaaS Platform Vendor and or by DoIT enterprise team.

DATA RETENTION AND INTEGRITY – Not Applicable

2. APPLICATION REQUIREMENTS

GENERAL SPECIFICATIONS – Not Applicable

APPLICATION SECURITY – Not Applicable

3. TESTING

APPLICATION SECURITY TESTING – Not Applicable

STANDARD TESTING

T2.1	The Vendor must test the software and the system using an industry standard approved testing methodology
T2.2	The Vendor must perform application stress testing and tuning
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.

4. HOSTING – CLOUD REQUIREMENTS

OPERATIONS – Not Applicable

DISASTER RECOVERY – Not Applicable

HOSTING SECURITY – Not Applicable

SERVICE LEVEL AGREEMENT – Not Applicable

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H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State email and live chat assistance, eight (8) hours per day and five (5) days a week with an email response within two (2) hours of request; or the Vendor shall provide support with remote diagnostic Services, within four (4) business hours of a request; and b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.
H4.10	<p>If The Vendor is unable to meet 99.8% Availability, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing. VMS is built as a SaaS on PaaS Salesforce platform and this requirement will be met by Salesforce Platform availability and Deloitte is responsible to meet this requirement for the VMS SaaS application code being available without Class A deficiencies not the PaaS during the support period.</p>
H4.11	<p>The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.</p>

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

5. PROJECT MANAGEMENT

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

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**PART 3 - INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT I - WORK PLAN**

The Contractor's Project Manager and the State Project manager shall provide the State a complete version of the Work Plan (also referred to as the "Project Plan" in Exhibit B: Scope of Services) within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

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

1. ASSUMPTIONS

1.2. Logistics

- 1.2.1. The Contractor's Team may perform that work at a facility other than that furnished by the State, when practical, at their own expense.
- 1.2.2. Due to COVID pandemic, the contractor's team might operate remotely for the full duration of the project until further guidelines are established for travel.

1.3. Project Management

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

1.4. Reporting

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

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT I – WORK PLAN**

Documentation.

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Manager

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

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

3. STATE ROLES AND RESPONSIBILITIES

3.1. The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of

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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.

3.2. State Project Manager

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

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

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EXHIBIT J – SOFTWARE LICENSE

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EXHIBIT K – WARRANTY & WARRANTY SERVICES**

1. WARRANTIES

1.1. System

- 1.1.1. The Contractor warrants that during the Warranty Period, System will operate to conform to the Specifications, terms, and requirements of the Contract.
- 1.1.2. The Contractor shall have no obligation under this section to make warranty repairs attributable to:
 - 1.1.2.1. The State's misuse or modification of such system;
 - 1.1.2.2. The State's failure to use corrections or enhancements made available by the Contractor at no additional cost to the State;
 - 1.1.2.3. The State's use of such system in combination with any product other than those specified by the Contractor;
 - 1.1.2.4. The quality or integrity of data from other automated or manual products with which such system interfaces;
 - 1.1.2.5. Hardware, systems, software, telecommunications equipment or software not a part of such system which is inadequate to allow proper operation of such system or which is not operating in accordance with the manufacturer's specifications; or
 - 1.1.2.6. Operation or utilization of such system in a manner not contemplated by this Contract.
- 1.1.3. The warranty set forth in this section shall not apply with respect to hardware or software that is supplied by a third party to the State.
- 1.1.4. The Terms and conditions of the warranty to the State with respect to such hardware or software will be provided by the third party vendor of such hardware or software.

1.2. Software

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

Deloitte Consulting, LLP

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DS
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EXHIBIT K – WARRANTY & WARRANTY SERVICES**

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

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

1.3. Viruses; Destructive Programming

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

1.4. Services

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

1.5. Personnel

1.5.1. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws and in accordance with Part 2 4.6: Reference and Background Checks.

2. WARRANTY PERIOD

The Warranty Period shall remain for 3 months in effect from the base product installation.

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT L – TRAINING SERVICES**

1. TRAINING SERVICES

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

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT M – RESERVED**

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract.

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EXHIBIT N – RESERVED**

1. VENDOR PROPOSAL, BY REFERENCE

Exhibit N – Not Applicable to this Contract.

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**PART 3 – INFORMATION TECHNOLOGY EXHIBITS
EXHIBIT O – ATTACHMENTS AND CERTIFICATES**

1. ATTACHMENTS

1.1. Attachment I - DHHS Standard Exhibits

- 1.1.1. DHHS Exhibit D – Certification Regarding Drug Free Workplace Requirements
- 1.1.2. DHHS Exhibit E – Certification Regarding Lobbying
- 1.1.3. DHHS Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- 1.1.4. DHHS Exhibit G – Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections
- 1.1.5. DHHS Exhibit H – Certification Regarding Environmental Tobacco Smoke
- 1.1.6. DHHS Exhibit I – Health Insurance Portability and Accountability Act Business Associate Agreement
- 1.1.7. DHHS Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
- 1.1.8. DHHS Exhibit K – DHHS Information Security Requirements

2. CERTIFICATES

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by 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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name:

12/28/2020

Date

DocuSigned by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

12/28/2020

Date

Designated by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

Exhibit E - Certification Regarding Lobbying

Vendor Initials

GS

12/28/2020

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

12/28/2020

Date

DocuSigned by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

GS

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

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Rev. 10/21/14

Page 1 of 2

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

12/28/2020

Date

DocuSigned by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

Exhibit G

Contractor Initials

GS

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

The 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:

12/28/2020

Date

DocuSigned by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

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

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New Hampshire Department of Health and Human Services

Exhibit I



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

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Part 2- Information Technology Provisions of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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New Hampshire Department of Health and Human Services

Exhibit I



- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Part 2 - Information Technology Provisions of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business 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.

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Contractor Initials

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12/28/2020
Date

New Hampshire Department of Health and Human Services



Exhibit I

- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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Contractor Initials

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12/28/2020
Date

New Hampshire Department of Health and Human Services



Exhibit I

- I. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 5 of 6

Contractor Initials

DS
GS

Date 12/28/2020

New Hampshire Department of Health and Human Services



Exhibit I

- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.
- 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State of New Hampshire

David Wieters

Signature of Authorized Representative

David Wieters

Name of Authorized Representative
Director Information Services

Title of Authorized Representative

12/28/2020

Date

Deloitte

Name of the Contractor

Gregory Spino

Signature of Authorized Representative

Gregory Spino

Name of Authorized Representative

Managing Director

Title of Authorized Representative

12/28/2020

Date

GS

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:

12/28/2020

Date

DocuSigned by:

Gregory Spino

Name: Gregory Spino

Title: Managing Director

FORM A

1. The DUNS number for your entity is: 002563455

- X NO YES

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

- NO YES

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

- | | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Data" means all information owned, managed, created, received, from or on behalf of, the Department of Health and Human Services (DHHS) that is protected by information security, privacy or confidentiality rules and state and federal laws in End Users' possession or control in connection with the performance of Services. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data. For the avoidance of doubt, Personal Information, as defined in NH RSA 359-C:19, does not include business contact information, which includes name, work postal address, work telephone number, title, office name and work email address used solely for the purpose of enabling business communications pursuant to the Contract.
4. "Derivative Data" means data or information based on or created from Confidential Data.
5. "End User" means any person or entity (i.e., Contractor, Contractor's personnel, business associate, subcontractor, and other Contractor-authorized downstream user) that is engaged or employed by Contractor to perform Services on behalf of Contractor pursuant to this Contract.
6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Data.

1. The Contractor must not use, disclose, maintain or transmit Confidential Data except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule as applicable to the Contractor in its performance of the Services.
2. The Contractor must not disclose any Confidential Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS, if legally permissible, so that DHHS has an opportunity to consent or object to the disclosure.
3. The Contractor agrees that Confidential Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
5. The Contractor agrees to grant access to relevant information with respect to the

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Contractor's handling of Confidential Data as well as make available appropriate personnel to discuss such information to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between Contractor-controlled applications, the Contractor will first verify the Contractor's application encryption capabilities to enable secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used with written exception from DHHS Information Security.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via certified ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data, said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network unless End User employs a virtual private network (VPN) connection when remotely transmitting via an open wireless network. For the avoidance of doubt, Contractor's internal network shall not be considered an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing a non-DHHS SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. Any non-DHHS SFTP folders and sub-folders used by End User for transmitting Confidential Data and their Confidential Data will be deleted without undue delay.
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information.

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III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the Services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All Contractor or End User controlled servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection that aligns with leading industry standards.
6. The Contractor agrees to reasonably cooperate with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure to the extent applicable to the scope of the Services.

B. Disposition

If the Contractor will maintain any Confidential Data on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will provide written confirmation to the State regarding any State of New Hampshire data destroyed by the Contractor or any subcontractors inadvertently or pursuant to this Exhibit. When no longer in use, electronic media containing State of New Hampshire Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev. 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U.S. Department of Commerce. The Contractor will document and confirm in writing the completion of the data destruction, and will provide such written confirmation to the Department upon request. The written confirmation will include details reasonably necessary to demonstrate data has been properly

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destroyed.

1. Unless otherwise specified in the Contract and subject to Section III.B. as soon as reasonably practical after the completion or the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
2. Unless otherwise specified in the Contract and subject to Section III.B., as soon as reasonably practical after the completion or the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the Confidential Data received under this Contract, and any derivative data or files containing Confidential Data, as follows:
 1. The Contractor will maintain proper security controls to protect Department Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
 4. The Contractor will take steps to ensure proper security monitoring capabilities are in place designed to detect potential security events that can impact Department Confidential Data processed on Contractor-provided and Contractor-controlled systems.
 5. The Contractor will provide regular security awareness and education for its personnel in support of protecting Confidential Data.
 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire that involves disclosing Confidential Data to a subcontractor, the Contractor will enter into a written agreement with such subcontractor that defines specific security expectations that at a minimum are substantially the same as those applicable security obligations for the Contractor, including breach notification requirements.
 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
10. Data Security Breach Liability. In the event of an Incident, Computer Security Incident, or Breach the Contractor shall make immediate efforts to contain the Incident/Breach, to minimize any damage or loss resulting from the Incident, Computer Security Incident, or Breach, as well as, investigate the cause(s) and promptly take measures to prevent future Incidents, Computer Security Incidents, or Breaches of a similar nature from reoccurring.
11. Contractor must, comply with all statutes and regulations regarding the privacy and security of Confidential Data applicable to Contractor in its performance of the Services, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to Contractor in its performance of the Services, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law; in each case that are applicable to Contractor in its provision of Services under the Contract.
12. Contractor must safeguard the Confidential Data at a level consistent with the requirements applicable to Contractor in its performance of the Services. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it.
13. Contractor agrees to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Information Security Requirements Exhibit with respect to Confidential Data.
14. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.
15. The Contractor must ensure that it requires all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Data that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this Confidential Data at all times.

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

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to reasonably request relevant documentation with respect to Contractor's handling Confidential Data to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

The Contractor must notify the DHHS's Information Security Officer, Privacy Officer, and Contracts Unit, via the email addresses provided in this Agreement, of any information security events, Computer Security Incidents, Incidents, or Breaches that adversely affects the confidentiality, integrity, or availability of Confidential Data under the control of Contractor as soon as feasible, but no more than 48 hours after the Contractor has determined that the aforementioned has occurred and that Confidential Data under the control of Contractor may have been exposed or compromised.

If a suspected or known information security event, Computer Security Incident, Incident or Breach involves Social Security Administration (SSA) provided data or Internal Revenue Services (IRS) provided Federal Tax Information (FTI) under the control of Contractor, then the Contractor must notify DHH Information Security *immediately* and without delay.

The Contractor must comply with all applicable state and federal laws relating to the

V5. Last update 10/09/18

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privacy and security of Confidential Data, and safeguard the Confidential Data at the level consistent with the requirements applicable as set forth herein. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if Confidential Data is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit.
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required to the State, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options to make such notification to DHHS in accordance with this Exhibit.

Incidents and/or Breaches that implicate PI within the Contractor's or End User's possession or control must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20(l)(c).

I. BREACH LIABILITY

Should an Incident, Computer Security Incident, or Breach be determined to have been caused by the Contractor and/or End User's failure to safeguard State of New Hampshire networks, systems or DHHS Confidential Data per this Information Security Requirements Exhibit, and/or P-37, then the State may recover from the Contractor and/or End User all costs of response and recovery from the Incident, Computer Security Incident, or Breach, including but not limited to: credit monitoring services, mailing costs, and costs associated with website and telephone call center services.

VI. CONFLICT OF TERMS

In the event of any conflict or inconsistency between other Contract provisions and the Information Security Requirements Exhibit, this Exhibit shall control and govern the rights and obligations of the parties with respect to the subject matter of this Exhibit.

VII. PERSONS TO CONTACT

- A. DHHS contact program and policy:
DHHS-Contracts@dhhs.nh.gov
(In subject line insert RFP/Contract Name and Number)
- B. DHHS contact for Information Security and Data Management issues:
DHHSInformationSecurityOffice@dhhs.nh.gov
- C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov