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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-5934 1-800-852-3345 Ext. 5934  
Fax: 603-271-4506 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

April 1, 2014

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Public Health Systems, Policy and Performance, Section of Rural Health and Primary Care to enter into an agreement with Qualtrics, LLC, (Vendor # 255208-B001), 400 W Qualtrics Dr. Suite 100, Provo, UT, 84604 in an amount not to exceed \$75,000, to provide a Health Professional Workforce Survey Software as a Service, to be effective from date of Governor and Council approval, through April 10, 2019.

*100% General funds*

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

05-95-90-901010-79650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH SYSTEMS, POLICY AND PERFORMANCE, RURAL HEALTH AND PRIMARY CARE

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2014	102-500731	Contracts for Prog Svc	90072009	\$9,000.00
SFY 2015	102-500731	Contracts for Prog Svc	90072009	\$13,500.00
SFY 2016	102-500731	Contracts for Prog Svc	90072009	\$15,000.00
SFY 2017	102-500731	Contracts for Prog Svc	90072009	\$15,000.00
SFY 2018	102-500731	Contracts for Prog Svc	90072009	\$15,000.00
SFY 2019	102-500731	Contracts for Prog Svc	90072009	\$7,500
			Total	\$75,000.00

**EXPLANATION**

Funds in this agreement will be used for the vendor to provide a secure, authenticated, web-based survey software to be used by the State of NH to track, manage and report on the number of primary health care providers and services in the state; hosting and operations of the survey software

including daily, support; and maintenance of survey software, and survey system development as requested by the State.

New Hampshire does not currently have the capacity to collect supply and capacity data of licensed healthcare professionals in the State. Having primary care workforce data will support an analysis of primary care capacity that could lead to shortage designations and strengthen recruitment and retention initiatives including scholarships, the J-1 Visa Waiver Program, and the NH State Loan Repayment Program. Health workforce data will help target available public resources, inform educational program capacity expansion and employment training programs and help NH prepare for and respond to emergency and disaster situations. The Division of Public Health Services will use the collected data to inform the public, the legislature and other stakeholders, as well as to strengthen the Division's capacity as a state-level Primary Care Office. The data will be used to create reports that will be used to determine/assign health care shortage designations in New Hampshire for the U.S. Department of Health and Human Services, Health Resources and Services Administration. Additionally, issue briefs will be released to disseminate supply and capacity information to stakeholders and the general public, quarterly and annually. Professional licensing boards and associated programs and sections within the Department of Health and Human Services can request queried, de-identified data.

Should Governor and Executive Council not authorize this Request, the NH Department of Health and Human Services, Rural Health Primary Care Section will not have the ability to implement the Board of Medicine's required physician and physician assistant surveys; which will have an adverse effect on future partnerships with other health professional licensing boards.

Qualtrics, LLC was selected for this project through a competitive bid process. A Request for Bid was posted on The Department of Health and Human Services' website from November 8, 2013 through November 27, 2013. In addition, the Request for Bid was posted on the Department of Administrative Services, Purchasing and Property website on November 8, 2013 and a bidder's conference call was held on November 20, 2013.

Two (2) bids were received in response to the Request for Bid. Four (4) reviewers who work internal and external to the department reviewed the bids. The reviewers represent seasoned public health managers and business systems analyst who have between 15 to 30 years' experience managing agreements with vendors for various public health programs. Their decision followed a thorough discussion of the solution to the bid and the proposed cost. The final decision was made by selecting Qualtrics, LLC, the one bidder that met the requirements. The Request for Bid scoring summary is attached.

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

- By June 1, 2014, survey software will be on the hosted website.
- By January 1, 2015, 100% of New Hampshire physician assistants will be participating in the fully operational stand-up survey system.
- By July 1, 2015, 50% of New Hampshire physicians will be participating in the fully operational stand-up survey system.
- Vendor includes 100% of new/additional provider types into the survey software as requested by the State throughout the contract term.
- System down-time is less than 1% per year.

Area served: Statewide.

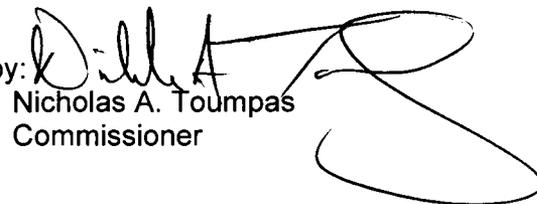
Source of Funds is 100% General Funds.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

**BID SUMMARY SHEET for Contract 2014-085 – Health Professions Workforce Survey Software**

Two (2) bids were received in response to the Request for Bid. A review panel was created to look at each vendor’s proposal.

The review panel consisted of:

Danielle Weiss Primary Care Program Manager, Rural Health and Primary Care Section  
Martha Wells Business Systems Liaison  
Leslie Mason DoIT Contracts Manager  
Gerald Bardsley Business Systems Analyst

Both Bids were reviewed by four (4) administrators/managers from The Division of Public Health Services, the Contracts and Procurement Office and The Department of Information Technology. Their decision followed a thorough discussion of the solution to the Bid and the proposed cost. The final decision was made by selecting Qualtrics, LLC, the only bidder that met the requirements.

The panel met for several meetings to ensure Qualtrics, LLC, was in fact the only vendor that met the requirements. The review panel conducted two (2) separate formal question clarification interviews with the Vendors that submitted proposals and asked the vendors to demonstrate their software solution. Following the formal interview, the qualifying vendor (Qualtrics, LLC) was required to submit a formal question clarification document as an addendum to the contract. Given that only one vendor met the business requirements, the decision was unanimous for the chosen vendor, Qualtrics LLC.

<b>EVALUATION CRITERIA</b>	<b>Qualtrics, LLC</b>	<b>Z-Square Technology</b>
Met Business Requirements	✓	
Lowest Proposed Cost (only relevant if more than one bidder met the requirements)		✓



**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](http://www.nh.gov/doit)

**Peter C. Hastings**  
*Commissioner*

January 22, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Qualtrics, LLC of Provo, UT for the Department of Health and Human Services Health Professions Workforce Survey Project, as described below and referenced as DoIT No. 2014-085.

The Department of Health and Human Services, Division of Public Health Services ("DPHS") is developing a Health Professions Workforce Data Center to collect supply and capacity data from all licensed providers in NH through the health professional licensing boards (e.g. Board of Medicine, Board of Nursing, etc.). Qualtrics has been selected to provide ongoing administration, management, hosting, support, and maintenance of, a secure, authenticated, web-based application to be used by DPHS to track, manage, and report on the number of primary care providers and services in the state as well as the anticipated demand of primary care services in coming years. The contract shall become effective upon Governor and Executive Council approval and extend for 60-months. The funding amount shall not exceed \$75,000.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings  
Commissioner

PCH/ltn  
RFB 2014-085

cc: Danielle Weiss, DHHS  
Leslie Mason, DoIT

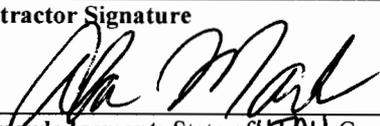
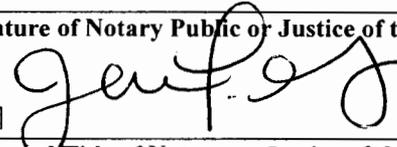
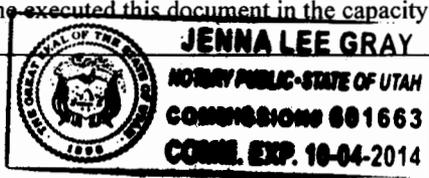
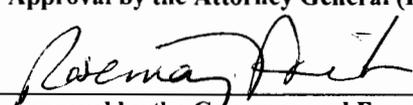
Subject: Health Professions Workforce Survey Software as Service

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Qualtrics, LLC		<b>1.4 Contractor Address</b> 400 W Qualtrics Dr. Suite 100 Provo, UT 84604	
<b>1.5 Contractor Phone Number</b> 385-203-4317	<b>1.6 Account Number</b> 05-95-90-901010-79650000-102-500731	<b>1.7 Completion Date</b> April 10, 2019	<b>1.8 Price Limitation</b> \$75,000
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Alan Mark, Security Officer	
<b>1.13 Acknowledgement:</b> State of <u>UTAH</u> County of <u>UTAH</u> On <u>2/25/14</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b> [Seal] 			
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> JEN GRAY - MARKETING MGR			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: <u>4-21-14</u>			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

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

Contractor Initials: \_\_\_\_\_  
Date: 7/24/14

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

**10. TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

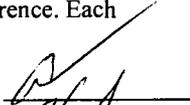
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials:   
Date: 7/24/04

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
EXHIBIT A**

**STATEMENT OF WORK**

**1. INTRODUCTION**

The State of New Hampshire ("State") desires to contract with Qualtrics, LLC, a research software company organized under the laws of the State of Utah with a place of business at 400 W. Qualtrics Drive, Suite 100, Provo, UT 84604, to procure ongoing administration, management, hosting, support, and maintenance of, a secure, authenticated, web-based survey tool to be used by the State to track, manage and report on supply and capacity data of licensed health professionals in the State. NH Department of Health and Human Services (DHHS) will use these Services during the term of the contract, in accordance with the requirements of this contract. The NH DHHS requires survey software offered through the Software as a Service (SaaS) business model. Services shall include, but not be limited to use of the survey software, hosting, technical support and maintenance, administrator help desk Services, and software training. NH DHHS estimates that up to 51,700 participants may access the System over the term of the contract.

The Contract price is \$75,000.00

**DEFINITIONS**

Definitions are found in Attachment B Software as a Service Terms and Conditions. Capitalized terms used in the Contract will have the meanings given below.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule –Fixed Price
- d. Exhibit C Special Provisions
- e. Exhibit C-1 Revisions to General Provisions
- f. Exhibit D Certification Regarding Drug-Free Workplace Requirements
- g. Exhibit E Certification Regarding Lobbying
- h. Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters
- i. Exhibit G Certification Regarding the Americans with Disabilities Act Compliance
- j. Exhibit H Certification Regarding Environmental Tobacco Smoke
- k. Exhibit I Certification Regarding Health Insurance Portability and Accountability Act
- l. Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
- m. Attachment A: Project Requirements
- n. Attachment B: Software as a Service Terms and Conditions
- o. Attachment C: IT Required Work Procedures, Computer Use Agreement
- p. Attachment D: Request for Bid 2014-085 Survey Software (as if attached herein)
- q. Attachment E: Clarification of Responses to Appendix C – Project Requirements
- r. Attachment F: Preliminary Work Plan

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
EXHIBIT A**

**STATEMENT OF WORK**

**3. ORDER OF PRECEDENCE**

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1;
- b. State of New Hampshire, Department of Health & Human Services, Division of Public Health Services, Contract 2014-085, including Attachment A and Attachment B
- c. State of New Hampshire Bid # 2014-085; then
- d. Qualtrics, LLC Bid Response dated 11/27/13.

**4. SCOPE OF SERVICES**

Qualtrics, LLC shall provide the State the Services and Deliverables required under this Contract, as set forth in Exhibit A, Section 4: Deliverables Table.

**Deliverables Table**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>Project Management</b>			
1.	Conduct project kick-off teleconference meeting	Non-Software	Week 1
2.	Work plan	Written	Week 1
3.	Communications and change management plan	Written	Week 1
4.	Weekly status meetings	Non-Software	Weekly
5.	Weekly Project status reports	Written	Weekly
6.	Software entitlement/subscription	Written	Week 1
<b>System Training</b>			
7.	First training session - general overview and introduction to system.	Non-Software	Week 1
8.	Second training session - configure survey tool and advanced logic	Non-Software	Week 2
9.	Additional training session(s) – uploading/downloading, analysis features, tracking and maintenance	Non-Software	Week 2
<b>System Software</b>			
10.	Determine site URL	Non-Software	Week 1
11.	Include the current DHHS/DPHS brand on the survey site (e.g. logos, look and feel of system)	Software	Week 2
12.	Stand-up survey on hosted website	Software	Week 4

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
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**STATEMENT OF WORK**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	<b>System Acceptance</b>		
13.	User acceptance	Written	Week 4
14.	State written acceptance of system	Written	Week 4
15.	Payment of hold-back (60 days after contract is active)		May 27
16.	Conduct Project Exit Meeting	Non-Software	January 5, 2015
17.	Functionality – payment of hold-back for successful system performance during the first wave of physician assistant participation (period ending December 31)	Software	January 5, 2015
18.	Ongoing support and system maintenance after data collection periods, including survey/system development to include additional provider types	Software	March 1, 2015

**5. CONTRACT ADMINISTRATION**

**5.1 QUALTRICS, LLC CONTRACT MANAGER**

Qualtrics, LLC shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Nicholas Apeland  
Qualtrics, LLC  
400 W Qualtrics, LLC Dr. Suite 100  
Provo, UT  
Tel: 385-203-4317  
Fax: 866-562-9828  
Email: [nicka@qualtrics.com](mailto:nicka@qualtrics.com)

**5.2 STATE CONTRACT MANAGER**

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

Alisa Druzba, MA  
NH Division of Public Health Services  
29 Hazen Drive  
Concord, NH 03301  
Tel: 603-271-5934  
Fax: 603-271-4506  
Email: [adruzba@dhhs.state.nh.us](mailto:adruzba@dhhs.state.nh.us)

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**STATEMENT OF WORK**

**6. REQUIREMENTS**

Qualtrics, LLC shall perform the Services and provide the Deliverables described in this Contract, *including but not limited to*, the Qualtrics, LLC Bid on November 27, 2013.

**6.1 Attachment A:** Project requirements are hereby incorporated into this Contract as if fully written herein.

**6.2 Attachment B:** Software as a Service (SaaS) terms and conditions are hereby incorporated into this Contract as if fully written herein.

**6.3 Attachment F:** Preliminary Work Plan is hereby incorporated into this Contract as if fully written herein.

**7. DISPUTE RESOLUTION**

Dispute Resolution as described in Attachment B shall be administered as illustrated in the following table:

**Dispute Resolution Escalation Table**

<b>Level</b>	<b>Qualtrics, LLC</b>	<b>The State</b>	<b>Cumulative Allotted Time</b>
First	Nicholas Apeland Healthcare Manager	Alisa Druzba, MA Administrator	5 Business Days
Second	Ryan Jackson Director of Academics	José Thier Montero, MD, MPH, MHCDS DPHS Director	10 Business Days
Third-	Bryce Winkleman Regional Manager	Nicholas A. Toumpas DHHS Commissioner	15 Business Days

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**PRICE AND PAYMENT SCHEDULE**

**1. DELIVERABLE PAYMENT SCHEDULE**

All charges by Qualtrics, LLC under this Contract shall be at a fixed price in accordance with the schedules, as set forth in Exhibit B, Section 2: Payment Schedule.

**2. FIXED PRICE PAYMENT SCHEDULE**

**Payment Schedule:**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Payment Year 1
<b>Project Management</b>			
1.	Conduct project kick-off teleconference meeting	Non-Software	
2.	Work plan	Written	
3.	Communications and change management plan	Written	
4.	Weekly status meetings	Non-Software	
5.	Weekly Project status reports	Written	
6.	Software entitlement/subscription	Written	\$3,000
<b>System Training</b>			
7.	First training session - general overview and introduction to system.	Non-Software	
8.	Second training session - configure survey tool and advanced logic	Non-Software	
9.	Additional training session(s) – uploading/downloading, analysis features, tracking and maintenance	Non-Software	
<b>System Software</b>			
10.	Determine site URL	Non-Software	
11.	Include the current DHHS/DPHS brand on the survey site (e.g. logos, look and feel of system)	Software	
12.	Stand-up survey on hosted website	Software	\$3,000
<b>System Acceptance</b>			
13.	User acceptance	Written	
14.	State written acceptance of system	Written	
15.	Payment of hold-back (60 days after contract is active)		\$3,000
16.	Conduct Project Exit Meeting	Non-Software	
17.	Functionality – payment of hold-back for successful system performance during the first	Software	\$3,000

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**PRICE AND PAYMENT SCHEDULE**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Payment Year 1
	wave of physician assistant participation (period ending December 31)		
18.	Ongoing support and system maintenance after data collection periods, including survey/system development to include additional provider types	Software	\$3,000

**Table 1: Software Proposed**

Software Proposed
1. Qualtrics, LLC Research Suite

**Table 2: Payment Schedule:**

Software as a Service Pricing	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Software entitlement/subscription	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Stand-up survey	\$3,000	\$0	\$0	\$0	\$0	\$3,000
Payment of hold-back (60 days after contract is active)	\$3,000	\$0	\$0	\$0	\$0	\$3,000
Functionality – payment of hold-back for successful system performance during the first wave of physician assistant participation (period ending December 31)	\$3,000	\$6,000	\$6,000	\$6,000	\$6,000	\$27,000
Ongoing support and system maintenance after data collection periods, including survey/system development to include additional provider types	\$3,000	\$6,000	\$6,000	\$6,000	\$6,000	\$27,000
<b>GRAND TOTAL</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$75,000</b>

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$75,000.

**3. PAYMENTS**

The State shall pay Qualtrics, LLC within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice.

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PRICE AND PAYMENT SCHEDULE

**4. PROJECT HOLDBACK**

Payment of hold-back shall be made 60 days after the contract is active, in the first year only, to ensure that the System is operating according to Specifications.

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

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

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such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

- 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
  - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
  - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of

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their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.  
Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.
11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
- 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
- 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
- 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis

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- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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

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**REVISIONS TO GENERAL PROVISIONS**

**1. SUBPARAGRAPH 4 OF THE GENERAL PROVISIONS OF THIS CONTRACT, CONDITIONAL NATURE OF AGREEMENT IS REPLACED AS FOLLOWS:**

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**2. SUBPARAGRAPH 10 OF THE GENERAL PROVISIONS OF THIS CONTRACT, TERMINATION, IS AMENDED BY ADDING THE FOLLOWING LANGUAGE:**

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

**3. Subparagraph 13 of the General Provisions of this contract is deleted and the following subparagraph is added:**

**13. INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, relating to any infringement or allege infringement by Contractor or the Services as delivered to State of any third party intellectual property right. Contractor will not be responsible for claims arising from the acts, errors, or omissions of State. State will provide Contractor prompt written notice of any claim that Contractor is obligated to indemnify under this Agreement. Contractor will be permitted to control, in its sole discretion, the defense of and any related settlement negotiations. State may, at its sole option and expense, employ separate counsel and participate in the defense. 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.

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**REVISIONS TO GENERAL PROVISIONS**

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

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence, and

**5. Termination for Convenience**

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Qualtrics, LLC. Upon termination for convenience, Qualtrics, LLC shall refund any unused portion of the Contract to the State.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-51-5160 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 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 certification 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);

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

- 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
  - 1.4.1. Abide by the terms of the statement; and
  - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

400 W. Qualtrics Drive, Provo, Utah 84604

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

Contractor Name: Qualtrics, LLC

3/25/14  
Date

  
Name: Alan Mark  
Title: Security Officer

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
- (2) If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, attached and identified as Standard Exhibit E-I.
- (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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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CONTRACT NUMBER 2014-085  
Exhibit E

CERTIFICATION REGARDING LOBBYING

fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Qualtrics, LLC

3/25/14  
Date

*Alan Mark*  
Name: *Alan Mark*  
Title: *Security Officer*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
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 transition. 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 transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule 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 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 Transaction", "provided by DHHS, without

**STATE OF NEW HAMPSHIRE  
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Exhibit F**

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

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 information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

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

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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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Exhibit F

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

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: Qualtrics, LLC

3/25/14  
Date

Alan Mark  
Name: Alan Mark  
Title: Security Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
Standard Exhibit G

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

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

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

Contractor Name: Qualtrics, LLC

3/25/14  
Date

  
Name:  
Title: Alan Malik  
Security Officer

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
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.

3/25/14  
Date

Contractor Name: Qualtrics, LLC

  
Name: Alan Mark  
Title: Security Officer

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE  
CONTRACT NUMBER 2014-085  
EXHIBIT I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILTY ACT  
BUSINESS ASSOCIATE AGREEMENT

Exhibit I – Health Insurance Portability and Accountability Act, Business Associate Agreement does not apply to this contact.



**Vendor Instructions**

**Vendor Response Column:**

Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below).  
 Otherwise, enter an

"No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

**Delivery Method Column:**

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

**Standard** - Feature/Function is included in the proposed system and available in the current software release.

**Future** - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

**Custom** - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

**Not Available/Not Proposing** - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

**Comments Column:**

For all Delivery Method responses other than standard (Future, Custom, or Not Available/Not Proposing) vendors must provide a brief explanation. Free form text can be entered into this column.

**BUSINESS REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>For Survey Participants:</b>					
<b>The system shall allow for the survey participant to:</b>					
B1.1	Have a unique login consisting of a username and password to access the survey	M	Yes	Standard	
B1.2	See an identity confirmation page with participant information displayed (e.g. Welcome Dr. X) to confirm identity	M	Yes	Standard	
B1.3	Create a unique username and password (easy registration) to access the survey with the ability to retrieve the password, if forgotten, without the help of an administrator or help desk	M			
B1.4	Enter the survey using a simple URL	M	Yes	Standard	
<b>Survey experience shall allow for:</b>					
B1.5	The participant to save progress and return later to complete, if the participant so desires	M	Yes	Standard	
B1.6	Survey logic to follow answers, even if participant returns to previously answered questions and modifies answers	M	Yes	Standard	
B1.7	The participant to preview the blank survey before beginning	M	Yes	Standard	
B1.8	The participant to review the completed survey before submitting	M	Yes	Standard	
B1.9	The participant to return to previously answered questions with the ability to change the answer before submitting	M	Yes	Standard	
B1.10	Access the survey using mobile devices (ex Android, iPhone, iPad)	M	Yes	Standard	
B1.11	The ability to view/print confirmation page/entire survey	M	Yes	Standard	
<b>For System Administrators:</b>					
<b>The system shall allow for the system administrators to:</b>					
B2.1	Register and acquire a unique login consisting of a username and password to access the administrative interface	M	Yes	Standard	
B2.2	Track survey completion based on respondents' unique login	M	Yes	Standard	
B2.3	Modify survey content after survey is created on the site	M	Yes	Standard	
B2.4	Designate survey questions as required	M	Yes	Standard	
B2.5	Download raw data from a secure site	M	Yes	Standard	
B2.6	Access all crude data from survey results for analysis via secure export/download	M	Yes	Standard	
B2.7	Query the survey results data using tools built into the vendor's software	O	Yes	Standard	

APPENDIX A

<b>System Features:</b>					
	<b>The successful vendor will provide a General System that allows for:</b>				
B3.1	Pre-loaded data (uploaded from the respective health professional licensing board) to populate survey fields (e.g. Name, license number, etc.) <b>See appendix for pre-populated Board of Medicine fields.</b>	M	Yes	Standard	
B3.2	<b>Sophisticated survey logic:</b>				
	Branching - the survey changes according to the responses to specific questions.	M	Yes	Standard	
	Extraction - Only displaying the options of a question based on the options selected for the previous question	M	Yes	Standard	
	Piping - Taking the respondent's answer from a previously answered question and inserting into in a later question	M	Yes	Standard	
	Looping - Repeating a set of questions for each (of possibly several) answer(s) to a previously asked question.	M	Yes	Standard	
B3.3	Utilization of a simple, user-friendly interface	M	Yes	Standard	
B3.4	Management of several (4+) variations of a health professional workforce surveys with upwards of 51,500 participants	M	Yes	Standard	
B3.5	A help desk for administrators and participants to access during normal business hours	M	Yes	Standard	
B3.6	Administrators to modify survey content after survey is created on the site	M	Yes	Standard	
B3.7	System Administrator basic training without additional costs	M	Yes	Standard	
B3.8	Access the survey using mobile devices (ex Android, iPhone, iPad)	M	Yes	Standard	
B3.9	Users to set and change account information and password after initial registration before survey	M	Yes	Standard	
	Create a unique username and password (easy registration) to access the survey with the ability to retrieve the password, if forgotten, without the help of an administrator or help desk	M	Yes	Standard	
B3.10	Require question completion (i.e. asterisk) before allowing participants to move to the next question	M	Yes	Standard	

APPLICATION REQUIREMENTS					
Req #	State Requirements Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Comments
<b>TECHNICAL</b>					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	Qualtrics has an open API that allows integration, will require programming/web services from NH to fulfill these functions
A1.2	The system should support IE 7 & 8, Firefox, Chrome, and Safari	M	Yes		
A1.3	The system software adheres to open standards and is not proprietary.	O			Not sure what this means
A1.4	The database platform adheres to open standards.	O			Not sure what this means
A1.5	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Standard	
A1.6	Web-based compatible and in conformance with the following W3C standards:	M	Yes	Standard	
A1.7	XHTML 1.0				
A1.8	CSS 2.1				
A1.9	XML 1.0 (fourth edition)				
<b>APPLICATION SECURITY</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.3	Enforce unique logins for all participants	M	Yes	Standard	
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	No		Password specifications will be determined by users, we do not enforce a generic password policy to all of our clients
A2.5	Enforce the use of complex passwords for participants using capital letters, numbers and special characters	M	No		You will need to create parameters for passwords
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	

Attachment A

A2.7	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	
A2.8	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	
A2.10	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> )	M	Yes	Standard	
A2.11	Ensure the protection of participants' personal information with HIPAA and FIPS 200 compliance	M	Yes	Standard	
A2.12	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.13	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.14	Data and hardware hosted by third party SSAE-16 accredited data centers	M	Yes	Standard	
A2.15	Data can only be stored and backed-up in the U.S.	M	Yes	Standard	
A2.16	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	
A2.17	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes	Standard	
A2.18	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept Monthly.	M	Yes	Standard	
A2.19	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.20	Use only the Software and System Services designed for use	M	Yes	Standard	
A2.21	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	

**TESTING**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.2	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.3	Test for encryption; supports the encoding of data for security purposes	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.4	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.5	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.6	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.

ATTACHMENT A

T1.7	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.8	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.9	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.10	Test the Digital Signature; guarantees the unaltered state of a file	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.11	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.12	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.
T1.13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	Testing will occur under our current processes, we will not do any other testing. NIH can test security of application at anytime.

ATTACHMENT A

**STANDARD TESTING**

T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology, including but not limited to, user acceptance testing.	M	Yes	Standard	We will test according to our current regulations and according to FIPS/PUBS
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	We will test according to our current regulations and according to FIPS/PUBS
T2.3	Vendor shall provide results of all testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	We will test according to our current regulations and according to FIPS/PUBS

**HOSTING-CLOUD REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	
H1.2	State access will be via Internet Browser	M	Yes	Standard	
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications	M	Yes	Standard	
H1.4	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	M	Yes	Standard	
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes	Standard	
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes	Standard	
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup services.	M	Yes	Standard	
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	

ATTACHMENT A

H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Yes	Standard	
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	
H1.15	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	
H1.17	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	
H1.18	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.19	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.21	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.22	The Vendor shall immediately report any breach in security to the State of New Hampshire.	M	Yes	Standard	
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M			We will conform to standard regulations and current disaster recovery plan
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	

ATTACHMENT A

H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes	Standard	
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	
<b>NETWORK ARCHITECTURE</b>					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	

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H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server - resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN)	N/A				
<b>HOSTING SECURITY</b>						
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes		Standard	
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes		Standard	
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		Standard	
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M				Tests can be done by NIH
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M				Not sure of current methodology
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		Standard	
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes		Standard	
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes		Standard	
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes		Standard	
H4.10	Logging should go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	Yes		Standard	
H4.11	OS and DB should be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, and NSA	M	Yes		Standard	

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H4.12	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard
<b>SERVICE LEVEL AGREEMENT</b>				
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard
H5.5	deficiency class as described below: <ul style="list-style-type: none"> <li>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.</li> </ul>	M	Yes	Standard

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H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	Yes	Standard	
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in requirement H5.6 above.	M	Yes	Standard	
H5.11	Deficiencies are defined in requirement H5.5 above.	M	Yes	Standard	
H5.12	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.	M	Yes	Standard	
H5.13	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	
H5.14	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	
H5.15	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
H5.16	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.	M	Yes	Standard	

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H5.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	
H5.18	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	
H5.19	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M			Not needed, everything is already encrypted

**SUPPORT & MAINTENANCE REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Yes	Standard	
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in HS.5 and HS.6.	M			Unless extenuating circumstances occur
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State:	M	Yes	Standard	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) Resolved by; 7) Identifying number i.e. work order number; and, 8) Issue identified by.	M	Yes	Standard	
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	

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<b>WARRANTY SERVICES</b>					
				Yes	Standard
S2.1	a. Maintain the System Software in accordance with the Specifications and Terms of the Contract:	M		Yes	Standard
S2.2	b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract:	M		Yes	Standard
S2.3	c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M		Yes	Standard
S2.4	d. On-site additional Services within four (4) business hours of a request;	M		Yes	Standard
S2.5	e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State:	M		Yes	Standard
S2.6	f. For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by:	M		Yes	Standard
S2.7	g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and	M		Yes	Standard
S2.8	h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M		Yes	Standard

**PROJECT MANAGEMENT**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	Via webex or conference call
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M			Qualtrics is the software provider, this would need to understand what NIH will be in charge of coming up with content and running the project
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M			Qualtrics is the software provider, this would need to understand what NIH will be in charge of coming up with content and running the project
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M			Qualtrics is the software provider, this would need to understand what NIH will be in charge of coming up with content and running the project
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation shall be maintained in a mutually agreeable format and location.	M			Qualtrics is the software provider, this would need to understand what NIH will be in charge of coming up with content and running the project

**SOFTWARE TRAINING REQUIREMENTS**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<i>System Administrator Training</i>					
P1.1	Training on survey tool design and question development, without additional costs.	M	Yes	Standard	
P1.2	Training support materials including online materials and video tutorials	M	Yes	Standard	
P1.3	Phone consultation on training issues	M	Yes	Standard	

**ATTACHMENT B**

**SOFTWARE AS A SERVICE  
TERMS AND CONDITIONS**

This Attachment sets forth the terms and conditions under which a Vendor agrees to provide certain hosted “Software as a Service” (SaaS) Solutions, and all other Services, data import/export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for the State’s productive use of each SaaS product license purchased.

**1. GENERAL TERMS AND CONDITIONS**

STATE OF NH TERMS, CONDITIONS, AND CONTRACT REQUIREMENTS

The Terms and Conditions set forth in this Attachment B shall be incorporated into this Contract.

VENDOR RESPONSIBILITIES/USE OF SUBCONTRACTORS

The Vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFB, the Bid response, and the Contract.

VENDOR STAFF

Vendor shall assign and identify a Project Manager in accordance with the provisions of this Section.

The Vendor’s selection of a Project Manager will be subject to the prior approval of the State. The Vendor’s Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Vendor’s representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed.

WORK PLAN

Vendor shall submit a Work Plan that is in accordance with requirements (Attachment C) of the RFB 2013-131. The Work Plan shall include, without limitation, a detailed description of the Implementation Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. A final Work Plan shall be due five (5) business days after Contract award upon approval by Governor and Executive Council.

The Vendor shall update the Work Plan as necessary, but no less than every two weeks (or at such other interval as determined solely by the State) to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any updates to the Work Plan shall require the written approval of the State.

Unless otherwise agreed to in writing by the State, changes to the Work Plan shall not relieve the Vendor from liability to the State for any damages resulting from the Vendor’s failure to perform its obligations under the Contract, including without limitation, performance in accordance with the Schedule.

In the event of a delay in the Schedule, the Vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the Vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and how the Schedule delay may affect the Project.

In the event the Vendor requires additional time 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 Vendor’s failure to fulfill its obligations under the Contract.

To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

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

### CHANGE ORDERS

The State may, upon written notice, request increases or decreases to the scope of the Services set forth in the executed Contract. If the State requests an increase in the scope, it shall notify the Vendor, and, not more than five (5) business days (or other mutually agreed upon period) after receiving the request, the Vendor shall notify the State whether or not the change has an associated cost impact. If the State approves, State shall issue a change order, which will be executed by the Vendor, subject to State approval procedures for Contract amendment. The State shall have the right to decrease the scope and the fee will be reduced accordingly.

A Vendor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to a Vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

## 2. DELIVERABLES

The Vendor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan. All Deliverables shall be subject to the State's Acceptance.

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

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

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

### WRITTEN DELIVERABLES REVIEW

The State will Review the Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Vendor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Vendor in writing of its Acceptance or Non-Acceptance of a Written Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist, the State will notify the Vendor in writing of the Deficiency and the Vendor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Vendor in writing of its Acceptance or rejection thereof.

### SOFTWARE DELIVERABLES REVIEW

The State's Software as a Service Deliverable Review shall follow the process set forth in *Testing and Acceptance* (Contract Attachment, Application Security Testing (T1.1 – T1.13) and Standard Testing (T2.1 – T2.3).



## **4. TESTING**

### **TESTING AND ACCEPTANCE**

The State requires that an integrated and coherent approach to complete System testing, Security Review and Testing, Deficiency correction, Acceptance, and training, and that Warranty Services be provided to ensure a successful Project.

After the Contract award, the Vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the Project and include the details of its Test Plan methodology in the detailed Work Plan.

In addition, the Vendor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Vendor shall also provide training as necessary to the State staff responsible for test activities.

### **TEST PLANNING AND PREPARATION**

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

It is crucial that State training and testing activities not be abbreviated in order to meet Project Implementation Schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and duration.

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

The State will commence its testing within five (5) business days of receiving Certification from the Vendor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Vendor's development environment. The Vendor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing and tuning, at no additional cost.

### **TESTING INITIATION AND END POINTS DEFINED**

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

### **REMEDIES**

If the Vendor fails to correct a Deficiency within the period of time allotted by the State, the Vendor shall be deemed to have committed an Event of Default, pursuant to Section 8 of State of New Hampshire standard Contract form P-37, and the State Shall have the right, at its option, to pursue the remedies contained in Section 8 as well as to cease its use of the Vendor's product and receive a pro-rated refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Vendor completes the Contract to the satisfaction of the State.

### **SYSTEM ACCEPTANCE**

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

## **5. WARRANTY**

### **SYSTEM WARRANTY**

The Vendor shall warrant that the SaaS System must operate to conform to the Specifications, terms, and requirements of the Contract.

### **SOFTWARE WARRANTY**

The Vendor shall warrant that the Software is properly functioning within the SaaS System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications.

### **WARRANTY OF NON-INFRINGEMENT**

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

### **VIRUSES; DESTRUCTIVE PROGRAMMING WARRANTY**

The Vendor shall warrant that the SaaS will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

### **COMPATIBILITY WARRANTY**

The Vendor shall warrant that all SaaS System components, including any replacement or upgraded System Software components provided by the Vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

### **PROFESSIONAL SERVICES WARRANTY**

The Vendor shall warrant that all SaaS provided under the Contract will be provided in a professional manner in accordance with industry standards and that the SaaS Services will comply with performance standards.

### **WARRANTY SERVICES –STATE’S RIGHTS**

If in the Event of Default, the Vendor fails to correct the Deficiency, the State shall have the right, at its option: 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) cease using the Vendor’s product and receive a pro-rated refund for all amounts paid to the Vendor, including but not limited to, applicable SaaS fees within ninety (90) days of notification to the Vendor of the State’s intent to request a refund; 3) and to pursue its remedies available at law or in equity.

## **6. ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS**

The Vendor shall maintain and support the SaaS System in all material respects as described in the applicable program Documentation for the entire Contract period.

### **MAINTENANCE RELEASES**

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

### **VENDOR RESPONSIBILITY**

The Vendor shall be responsible for technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

2014-085 DHHS Health Professions Workforce Survey Software

Attachment B

Vendor’s Initials

**a. Class A Deficiencies** - The Vendor shall have available to the State on-call administrator telephone assistance for issue reporting and tracking, available to the State, nine (9) hours per day and five (5) days a week, between the hours of 8:00 AM and 5:00 PM Eastern Time. Vendors shall provide an email / telephone response within two (2) hours of request;

**b. Class B & C Deficiencies** –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

The Vendor shall maintain a record of the activities related to maintenance activities performed for the State;

For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and

The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) Identification of repeat calls or repeat Software problems.

If the Vendor fails to correct a Deficiency within the allotted period of time stated above, the Vendor shall be deemed to have committed an Event of Default, pursuant to Section 8 of Form P-37, the State shall have the right, at its option, to pursue the remedies set forth in Section 8, as well as to cease using the Vendor's product and receive a pro-rated refund for all amounts paid to the Vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Vendor of the State's refund request

The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

## **7. ADMINISTRATIVE SPECIFICATIONS**

### **STATE-OWNED DOCUMENTS AND DATA**

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

### **IT REQUIRED WORK PROCEDURES**

All SaaS must conform to standards and procedures established by the Department of Information Technology.

### **VENDOR ACCESS OF STATE INFORMATION SYSTEMS LIMITED**

In consideration for receiving access to and use of State Information Systems, the Vendor understands and agrees to the following rules:

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

EMAIL USE

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

INTERNET/INTRANET USE

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

REGULATORY/GOVERNMENTAL APPROVALS

Any Contract awarded under the RFB shall be contingent upon the Vendor obtaining all necessary and applicable regulatory or other governmental approvals.

FORCE MAJEURE

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

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

**8. INTELLECTUAL PROPERTY**

The Vendor shall own and hold all title and rights in any Software and modifications developed in connection with performance of obligations under the Contract, or modifications to the Vendor provided Software, and their associated Documentation including any and all performance enhancing Operational plans and the Vendors’ special utilities. At the option of the State, the Vendor shall license back to the State the right to use such software and Documentation developed under the Contract.

In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills,

experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

## **9. CONFIDENTIAL INFORMATION**

In performing its obligations under the Contract, the Vendor may gain access to information of the State, including 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 Vendor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as is directly connected to and necessary for the Vendor's performance under the Contract.

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

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

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

In the event of unauthorized use or disclosure of the State's Confidential Information, the Vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

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

This Confidential Information shall survive the termination or conclusion of the Contract.

## **10. PAYMENT**

### **INVOICING**

The Vendor 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 written approval, which shall not be unreasonably withheld. The Vendor 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.

### **OVERPAYMENTS TO THE VENDOR**

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

### **CREDITS**

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

### **RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

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

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items will 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 Vendor shall include the record retention and Review requirements of this section in any of its subcontracts.

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

### **ACCOUNTING REQUIREMENTS**

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

## **11. TERMINATION**

This section shall survive termination or Contract Conclusion.

2014-085 DHHS Health Professions Workforce Survey Software

Attachment B

Vendor's Initials \_\_\_\_\_



TERMINATION FOR DEFAULT

Section 8. of the State of New Hampshire standard Contract form P-37 shall govern termination by default.

In the event of termination by default, the State shall have the right to procure Services that are the subject of the Contract from another source and the Vendor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

In the Event of Default by the State, the Vendor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

TERMINATION FOR CONVENIENCE

The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Vendor. In the event of such termination for convenience, the State shall pay the Vendor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated will be paid, in whole or in part, generally in accordance with the pricing worksheet submitted with the Vendor's RFB.

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

TERMINATION FOR CONFLICT OF INTEREST

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

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

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

TERMINATION PROCEDURE

Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Vendor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

After receipt of a notice of termination, and except as otherwise directed by the State, Vendor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;



**13. INDEMNIFICATION**

The Vendor shall indemnify the State as set forth under Section 13: Indemnification of State of New Hampshire standard Contract form P-37.

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

The Vendor may subcontract Services subject to the provisions of this Contract, including but not limited to, the terms and conditions set forth herein. The Vendor shall remain wholly responsible for performance of the entire Contract regardless of whether a Subcontractor is used. The State will consider the Vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any Contract.

**16. DISPUTE RESOLUTION**

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

**17. VENUE AND JURISDICTION**

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

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>BID</b>	A price for which a Vendor agrees to provide Services specified in a Request to Bid.
<b>Breach or Breach of Security</b>	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
<b>Certification</b>	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Order</b>	Formal Documentation prepared for a proposed change in the Specifications.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	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.
<b>Contracted Vendor</b>	The Vendor who's Quote or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Cure Period</b>	The time allowed whereby the Vendor may fix the cause of a Default.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
<b>Deficiencies/Defects</b>	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – 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.</p> <p><b>Class B Deficiency</b> – 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.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect on the 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-</p>

	performance of the Service.
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder (“Event of Default”) <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract</li> </ul>
<b>Firm Fixed Price Contract</b>	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor’s cost experience in performing the Contract
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Information Systems</b>	Consists of computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
<b>Non Exclusive Contract</b>	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.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
<b>Normal Business Hours</b>	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July

	4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	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
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFB and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality
<b>Project Managers</b>	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)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance
<b>RFB (Request for Bid)</b>	A Request For Quote solicits Bids to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All Custom Software and COTS Software provided by the Vendor under the Contract
<b>Software as a Service (SaaS)</b>	An arrangement for the delivery of specific software to the user's terminal on a pay-per-use basis over a network (typically the internet) from servers hosted remotely by a SaaS provider, as distinct from the more traditional "software as a license" under which licensed software is installed on the customers' servers or individual computing devices.
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFB.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFB, the Bid, 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.
<b>State</b>	The term includes the requesting Agency and the Department of Information Technology,
<b>Statement of Work (SOW)</b>	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 SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	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
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	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 Quote (CP).
<b>Subcontractor</b>	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
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the Contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Warranty Period</b>	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and

	5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	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. 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.
<b>Written Deliverables</b>	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

## ATTACHMENT C

### IT REQUIRED WORK PROCEDURES

#### COMPUTER USE AGREEMENT

##### 1. IT Required Work Procedures

- 1.1 All work done must conform to standards and procedures established by the Department of Information Technology and the State.
- 1.2 All products developed (requirements, Specifications, Documentation, program code, other) are work for hire and ownership is in accordance with the New Hampshire Contract Terms and Conditions.
- 1.3 Any technical education needed by Qualtrics to successfully complete the assumed assignment will be at the sole expense of Qualtrics and provided by Qualtrics.
- 1.4 Qualtrics must agree to provide an “equal or better” replacement for any personnel who leave employment of Qualtrics during the course of the Contract.
- 1.5 Qualtrics must make the individuals available to be interviewed by the State prior to the Project assignment.
- 1.6 Qualtrics its employees assigned to this Project must sign a “Computer Access and Use Agreement.”
- 1.7 The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
- 1.8 Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

## ATTACHMENT C

### 2. Computer Access and Use Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT THE DUTIES YOU MUST UNDERTAKE AND THE RULES YOU MUST ADHERE TO ONCE YOU ARE GRANTED ACCESS TO USE THE STATE OF NEW HAMPSHIRE'S COMPUTER FACILITIES.

#### 2.1 Computer Use

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

- That numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That any person or any use not specifically known by the User as being authorized to access or use Information shall be promptly reported to the appropriate supervisor.
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use.
- That at no time shall User access or attempt to access any information without having the express authority to do so.
- That at no time shall User access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times User must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State.
- That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

## ATTACHMENT C

- That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

### 2.2 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". The Authorized User understands and agrees that email shall not contain or be used for:

1. Any unlawful purpose.
2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
3. Distribution of pornographic or obscene material.
4. Profane or abusive language.
5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the systems, network, other network users, or any interruption or disruption of services or equipment.

## ATTACHMENT C

10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

Technical support personnel shall not review the content of an Authorized User's communications out of personal curiosity or at the behest of another without the required authorization. Authorized Users shall not intercept, disclose or assist in intercepting or disclosing any electronic communications, except as authorized by this policy.

Authorized Users shall move important information from email message files to shared folders and drives to ensure proper backup. Messages no longer needed shall be purged periodically from personal storage areas. Technical support personnel shall monitor storage usage and advise when limits are approaching storage limits or have been reached and purging is required.

### 2.3 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of Information in direct support of the business of the State of New Hampshire.

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
  - a. Chat rooms, interactive games, and personal message boards
  - b. Downloading graphics, sound files, video clips or other files for personal use
  - c. Access to or the distribution of pornographic or obscene materials
  - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
  - e. Violations of the privacy of other Authorized Users or their data
  - f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)

## ATTACHMENT C

- g.** Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User
- h.** Intentionally developing programs designed to harass users or to infiltrate a computer or computing system and/or damage or alter the software components of same
- i.** Fund raising or public relations activities not specifically related to State business
- j.** Any purpose not directly related to the mission or intent of the agency

**ATTACHMENT D**

**RFB 2014-085 DHHS HEALTH PROFESSIONS WORKFORCE SURVEY SOFTWARE**

RFB 2014-085 DHHS Health Professions Workforce Survey Software is incorporated, as if attached herein.

**ATTACHMENT E**

**CLARIFICATION OF RESPONSES TO APPENDIX C – PROJECT REQUIREMENTS**

<b>Section</b>	<b>Requirement</b>	<b>Response</b>
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	Yes
A2.5	Enforce the use of complex passwords for participants using capital letters, numbers and special characters	Yes
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability	Yes, Qualtrics is on a review and testing schedule that will ensure all System architecture is up to standards, defined, protected, confidential, and available
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code	Yes, Qualtrics has a standard maintenance and development cycle that conforms to State standards and ensures all hardware is free of malicious code.
H5.19	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files	File Uploads/Downloads will be performed through a secure/encrypted web portal. Can set up FTP if needed as a substitute and situation calls for it.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in H5.5 and H5.6	Yes, Qualtrics will provide full support and be available to help according to needed response times.
P1.2	Vendor shall provide Project Staff as specified in the RFP	Yes
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	Yes
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	Yes
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. Documentation shall be maintained in a mutually agreeable format and location.	Yes

**ATTACHMENT F**

**PRELIMINARY WORK PLAN**

**1. Preliminary Work Plan**

1.1 A final Work Plan will be due five (5) business days after Contract award upon approval by Governor and Executive Council.

**Preliminary Work Plan with estimated dates**

<b>Reference Number</b>	<b>Activity, Deliverable, or Milestone</b>	<b>Deliverable Type</b>	<b>Projected Delivery Date</b>
<b>Project Management</b>			
1.	Conduct project kick-off teleconference meeting	Non-Software	2/3/2014
2.	Work plan	Written	2/10/2014
3.	Communications and change management plan	Written	2/10/2014
4.	Weekly status meetings	Non-Software	Weekly from start date
5.	Weekly Project status reports	Written	Weekly from start date
6.	Software entitlement/subscription	Written	2/3/2014
<b>System Training</b>			
7.	First training session - general overview and introduction to system.	Non-Software	2/3-2/10 depending on schedule
8.	Second training session - configure survey tool and advanced logic	Non-Software	2/4-2/17 depending on schedule
9.	Additional training session(s) – uploading/downloading, analysis features, tracking and maintenance	Non-Software	Scheduled as needed
<b>System Software</b>			
10.	Determine site URL	Non-Software	2/3/2014
11.	Include the current DHHS/DPHS brand on the survey site (e.g. logos, look and feel of system)	Software	2/17/2014
12.	Stand-up survey on hosted website	Software	2/24/2014
<b>System Acceptance</b>			
13.	User acceptance	Written	3/3/2014
14.	State written acceptance of system	Written	3/3/2014
15.	Payment of hold-back (60 days after contract is active)		April 1, 2014
16.	Conduct Project Exit Meeting	Non-Software	July 1, 2014 for first round
17.	Functionality – payment of hold-back for successful system performance during the first	Software	July 1, 2014

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	wave of physician participation (period ending June 30)		
18.	Ongoing support and system maintenance after data collection periods, including survey/system development to include additional provider types	Software	January 1, 2015



**Certificate of Authority**

I, R. Duff Thompson, of Qualtrics, LLC do hereby certify:

- 1. I am the duly appointed Chairman of the Board of Directors of Qualtrics, LLC.
- 2. As Chairman of the Board of Directors of Qualtrics, LLC, I hereby confirm that Alan Mark authorized on behalf of the Company to enter into contracts and execute any and all documents, agreements, and other instruments. Alan Mark has been designated as Security Officer of the company and has been granted authority to enter into contracts on the Company's behalf.
- 3. I further certify that the foregoing grant of authority has not been amended or revoked and remains in full force and effect as of March 25, 2014.

In witness whereof, I have hereunto set my hand as the Chairman of the Board of Directors of Qualtrics, LLC this 25th day of March 2014.

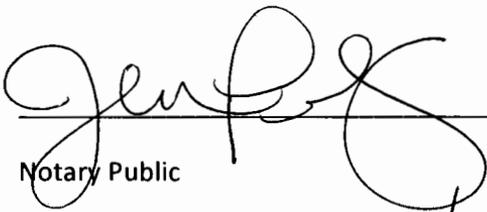
  
 \_\_\_\_\_  
 R. Duff Thompson

State of Utah

County of Utah

The foregoing instrument was acknowledged before me this 25 day of March 2014 by Duff Thompson.



  
 \_\_\_\_\_  
 Notary Public  
 My Commission Expires 10/4/2014

# 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 Qualtrics LLC a(n) Delaware limited liability company registered to do business in New Hampshire on February 3, 2014. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28<sup>th</sup> day of February, A.D. 2014

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/15/2014

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

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

<b>PRODUCER</b> Diversified Insurance Group 136 E. South Temple Street Suite 2300 Salt Lake City UT 84111	<b>CONTACT NAME:</b> Pam Christensen <b>PHONE (A/C No. Ext.):</b> (801) 325-5000 <b>FAX (A/C No.):</b> (801) 532-2804 <b>E-MAIL ADDRESS:</b> pchristensen@diversifiedinsurance.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great Northern Insurance</td> <td>20303</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Standard Fire Ins Co.</td> <td>19070</td> </tr> <tr> <td>INSURER D:</td> <td></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: Great Northern Insurance	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Standard Fire Ins Co.	19070	INSURER D:		INSURER E:		INSURER F:
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INSURER F:														
<b>INSURED</b> Qualtrics, LLC 2250 N. University Parkway #48-C Provo UT 84604														

**COVERAGES**                      **CERTIFICATE NUMBER:** 2013 Liability                      **REVISION NUMBER:**

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

INSTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		35988085	5/15/2013	5/15/2014	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 - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73580292	5/15/2013	5/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 0		79887815	5/15/2013	5/15/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	UB1D183781	4/13/2014	4/13/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<b>Tech. E&amp;O Liability</b> [claims made form]		35988085 Retro Date: 2.11.2011	5/15/2013	5/15/2014	Limit [ea.occ./aggregate] 5,000,000 Ded/ [per claim] 25,000

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

**CERTIFICATE HOLDER**                      **CANCELLATION**

jsouthwick@dhhs.state.nh.c  State of New Hampshire Department of Health and Human Services Contracts & Procurement Unit 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Pam Christensen/PC <i>Pamela M Christensen</i>
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