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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
*DIVISION OF PUBLIC HEALTH SERVICES*

Jeffrey A. Meyers  
Commissioner

Lisa M. Morris  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
603-271-4501 1-800-852-3345 Ext. 4501  
Fax: 603-271-4827 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

June 10, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services (DPHS), to enter into a **retroactive sole source amendment to an existing agreement** with OxBow Data Management Systems, LLC (Vendor 273689) 3802 Raynor Parkway Suite 200, Bellevue NE 68123, to provide a Medical Information Tracking System that integrates health screening data management with eligibility determination and billing by increasing the price limitation by \$30,000 from \$176,926 to \$206,926 with no change in the completion date of June 30, 2020, effective retroactive to May 1, 2019 upon Governor and Executive Council. 100% Federal Funds.

This agreement was originally approved by Governor and Executive Council on June 1, 2016 (Item #21).

Funds are anticipated to be available in State Fiscal Years 2020, upon availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between state fiscal years through the Budget Office.

**05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER**

Fiscal Year	Class	Title	Activity Code	Current Modified Budget	Increase/ Decrease	Modified Budget
2016	102-500731	Contracts for Program Services	90080081	\$80,526	\$0.00	\$80,526
2017	046-500464	Contracts for Program Services	90080081	\$23,020	\$0.00	\$23,020
2018	046-500464	Contracts for Program Services	90080081	\$23,740	\$0.00	\$23,740
2019	046-500464	Contracts for Program Services	90080081	\$24,460	\$0.00	\$24,460
2020	102-500731	Contracts for Program Services	90080081	\$25,180	\$30,000	\$55,180
			<b>Total:</b>	<b>\$176,926</b>	<b>\$30,000</b>	<b>\$206,926</b>

### EXPLANATION

This request is **retroactive** because the Department received approval from the Centers for Disease Control and Prevention (CDC) to amend this contract with federal grant funds in February of 2019. The amendment is to add system enhancements to the Med-It System, a proprietary system, in order to comply with data requirements from the CDC grant. In order to complete system enhancements, it was critical to begin this work as early as possible in SFY2019.

The original contract is **sole source** because the integrated software system developed by the OxBow Data Management Systems, LLC (Oxbow) the Medical Information Tracking System (Med-IT), is the only web-based system approved by the Centers for Disease Control and Prevention (CDC) for use by cancer screening programs. Additionally, the Med-IT system is the only web-based data management and billing system that meets the requirements of the CDC Health Information Portability and Accountability Act (HIPAA) safeguards, reporting requirements and screening guidelines.

Approximately 10,000 women will be served from the contract amendment through June 30, 2020.

The OxBow system provides the Department's Breast and Cervical Cancer Screening Program (BCCP) with a web-based database for women enrolled in this program. This amendment is for Oxbow to complete enhancements to the existing data system that will enable screening sites to submit their billing information electronically rather than using paper forms.

The Department's BCCP is a screening program that provides low-income women in New Hampshire with breast and cervical cancer screenings and follow-up. The Department provides these services through agreements with over twenty-six (26) screening sites. The program has served close to 30,000 women since it began in 1997 and continues to serve approximately 4,000 women annually.

The additional funds will be used to create an interface to enable providers to submit billing for services electronically. This additional functionality will reduce the administrative burden on screening sites, which include Federally Qualified Health Centers and other facilities who provide low-cost services to the State's most vulnerable people. The low-income women served by screening sites will benefit from this automation in the billing process, as it will reduce the likelihood of a woman being incorrectly billed for a service that is covered by the BCCP. Women served through this program have been known to incorrectly receive bills for services that should be free. Reduction of administrative burden on these screening sites will help to shift limited resources towards direct clinical care.

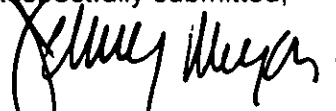
Should the Governor and Executive Council not approve this request the Department will lose the federal funding available to improve the BCCP services, which is being utilized to enhance existing systems to send automatic reminders to patients about upcoming appointments and/or follow up procedures. Loss of funding to add enhancements to the current system could result in some women not receiving screenings that are necessary to maintain good health.

Area Served: Statewide

Source of Funds: 100% Federal (CFDA #93.898, FAIN #6 NU58DP006298)

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

Respectfully submitted,



Jeffrey A. Meyers  
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families  
in providing opportunities for citizens to achieve health and independence.*



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

Denis Goulet  
Commissioner

June 13, 2019

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **retroactive sole source** contract amendment with OxBow Data Management System, LLC (Vendor #172328), of Bellevue, NE as described below and referenced as DoIT No. 2016-078A.

The purpose of this retroactive sole source contract amendment is for system enhancements to the Medical Information Tracking System (Med-IT) in order to comply with data requirements from the CDC. This system integrates health screening data management with eligibility computing and billing. Med-IT is the only web-based system approved by the Centers for Disease Control and Prevention for use by cancer screening program. Additionally, the Med-IT system is the only web-based data management and billing system that meets the requirements of the CDC Health Information Portability and Accountability Act (HIPAA) safeguards, reporting requirements and screening guidelines.

The funding amount for this amendment is \$30,000.00, increasing the current contract from \$176,926.00 to \$206,926.00 with no change in the completion date of June 30, 2020, effective retroactive to May 1, 2019 upon Governor and Executive Council approval through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/kaf  
DoIT #2016-078A  
cc: Bruce Smith, IT Manager, DoIT

**STATE OF NEW HAMPSHIRE  
 Department of Health & Human Services  
 Integrated Software System for the  
 Breast & Cervical Cancer Screening Program  
 SAAS CONTRACT 2016-078  
 CONTRACT AMENDMENT #1**

WHEREAS, pursuant to an Agreement approved by Governor and Council, as a result of RFP #2016-078, on June 1, 2016, Item # 21 (herein after referred to as the "Agreement"), Oxbow Data Management Systems, LLC (hereinafter referred to as "Vendor") agreed to supply certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the Department of Health and Human Services (hereinafter referred to as the "Department"), certain sums as specified therein;

WHEREAS, pursuant to the Agreement Section 18: Amendment and the provisions of the Agreement, the Agreement may be modified or amended only by a written instrument executed by the parties thereto and approved by the Governor and Executive Council;

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

WHEREAS, the Department wishes to increase the price limitation;

WHEREAS, The Vendor agrees to provide enhancements to MED-IT in order to be compliant with CDC regulations;

WHEREAS, the Department and the Vendor wish to increase the Contract price by \$30,000 to bring the total contract price to \$206,926;

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

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

The Agreement is hereby amended as follows:

1. Amend Section 1.8, Price Limitation, of the P-37 by increasing the Price Limitation by \$30,000 from \$176,926 to \$206,926.
2. Amend Section 1.9, Contracting Officer for State Agency, of the P-37 to read:  
Nathan D. White
3. Amend Section 1.10, State Agency Phone Number, of the P-37 to read:  
(603) 271-9631
4. The Agreement is further amended as described in Table 2:

<b>Table 2</b> <b>Contract #2016-78</b> <b>Exhibit B Price and Payment Schedule, Section 1, Payment Schedule Subsection 1.3; SAAHS Services pricing Worksheet, Table 1.3.4.1</b>	<b>SAAS Services Pricing Worksheet</b> <b>Exhibit B, Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.3, SAAS Services Pricing Worksheet, Table 1.3.4.1, SAAS Services Pricing Worksheet to read:</b>
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Initial all pages  
 Vendor Initials   *SAB*

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**CONTRACT AMENDMENT #1**

**1.3.4.1. Table 2: SAAS Services Pricing Worksheet**

SAAS SERVICES (if applicable)	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	TOTAL
Data Conversion	\$45,667.00	-	-	-	-	\$45,667.00
Travel & Training	\$12,559.00	-	-	-	-	\$12,559.00
Med-IT® - BCC Subscription Fees	\$19,800.00	\$20,520.00	\$21,240.00	\$21,960.00	\$22,680.00	\$106,200.00
Med-IT® - Changes & Enhancements	\$2,500.00	\$2,500.00	\$2,500.00	\$22,500.00	\$12,500.00	\$42,500.00
<b>GRAND TOTAL</b>	<b>\$80,526.00</b>	<b>\$23,020.00</b>	<b>\$23,740.00</b>	<b>\$44,460.00</b>	<b>\$35,180.00</b>	<b>\$206,926.00</b>

5. Amend Part 3, Exhibit G, Section 3, Contractor's Service Level Agreement, Subsection 3.1, Definition of Services, to read:

3.1. Definition of Services

3.1.1. The Contractor shall render Med-IT® Services in a professional manner, consistent with accepted industry standards. The Contractor shall provide Program Subscriber Services that include:

3.1.1.1. Access to and the use of the following Med-IT® services by the Department and its designated users.

3.1.1.2. Support of the Med-IT® product (Operations and Technical Support) as needed to maintain System functionality as agreed to in the Contract and as modified through other contracted enhancements.

3.1.2. The Department owns the rights to all data and may retrieve data from the System using the Med-IT® export functions at any time.

3.1.3. Create an Electronic Data Interchange (EDI) interface to allow providers to electronically submit claims to the Breast & Cervical Cancer Program (BCCP).

3.1.4. Facilitate import of specific BCCP Electronic Health Record (EHR) data electronically to five community health centers who are members of the Community Health Access Network (CHAN)

3.1.5. Implement the comma separated values (csv) file format for data for CHAN sites.

6. Add Exhibit K, DHHS Information Security Requirements.

Initial all pages

Vendor Initials: SCB

Date: 5/28/19

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**CONTRACT AMENDMENT #1**

**Table 3 CONTRACT HISTORY 2016-078 - <Integrated Software System for the Breast & Cervical Cancer Screening Program>**

CONTRACT AND AMENDMENT NUMBER	AMENDMENT TYPE	G&C APPROVAL DATE	END DATE	CONTRACT AMOUNT
2016-078	Original Contract	June 1, 2016 (Item #21)	June 30, 2020	\$176,926
2016-078 Amendment 1	1 <sup>st</sup> Amendment	TBD	No change in completion date	\$30,000
<b>CONTRACT TOTALS</b>				<b>\$206,926</b>

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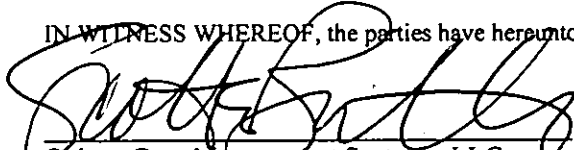
Vendor Initials: *GB*

Date: *5/28/17*

**STATE OF NEW HAMPSHIRE  
Department of Health & Human Services  
Integrated Software System for the  
Breast & Cervical Cancer Screening Program  
SAAS CONTRACT 2016-078  
CONTRACT AMENDMENT #1**

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

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

  
\_\_\_\_\_  
Oxbow Data Management Systems, LLC

Date: 5/28/19

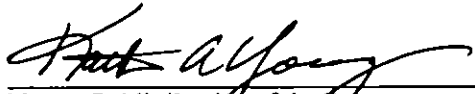
Corporate Signature Notarized:

STATE OF Nebraska

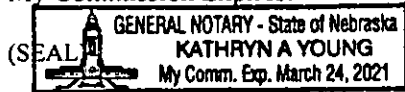
COUNTY OF Sarpy

On this the 28 day of May, 2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactory proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

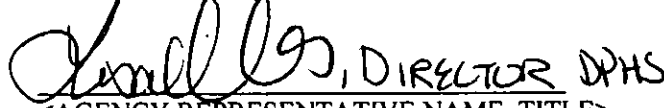
IN WITNESS WHEREOF I hereunto set my hand and official seal.

  
\_\_\_\_\_  
Notary Public/Justice of the Peace

My Commission Expires:



State of New Hampshire

  
\_\_\_\_\_  
DIREKTOR DPHS

Date: 6/13/19

<AGENCY REPRESENTATIVE NAME, TITLE>  
State of New Hampshire  
<AGENCY>



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**CONTRACT AMENDMENT #1**

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

**Approved by the Attorney General**

  
\_\_\_\_\_  
State of New Hampshire, Department of Justice

Date: 6/24/2019

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

**Office of the Secretary of State**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



**A. Definitions**

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

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

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

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

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

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

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New Hampshire Department of Health and Human Services

Exhibit K, Amendment #1

DHHS Information Security Requirements



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

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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*5/28/19*

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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*5/28/19*

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

885



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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**V. LOSS REPORTING**

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

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

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

*SB*

5/28/19

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

**Exhibit K, Amendment #1**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*SSB*

# State of New Hampshire

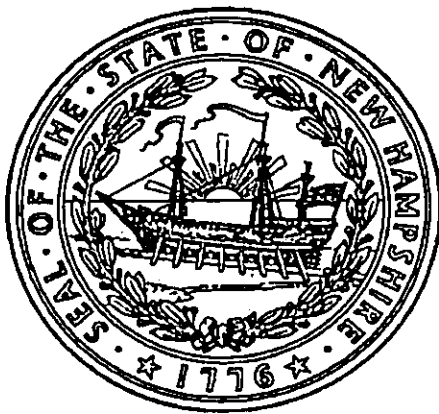
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that OXBOW DATA MANAGEMENT SYSTEMS, LLC is a Nebraska Limited Liability Company registered to transact business in New Hampshire on April 21, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 742784

Certificate Number: 0004524081



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 4th day of June A.D. 2019.

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Brian Bald, do hereby certify that:

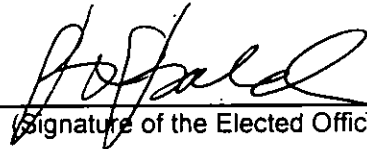
1. I am a duly elected Officer of OxBow Data Management Services.
2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/1/2018:

**RESOLVED:** That the Contracts Manager

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 5<sup>th</sup> day of June, 2019.

4. Scott Butler is the duly elected Contracts Manager of the Agency.

  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEBRASKA

County of Sarpy

The forgoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2019.

By  = Ann Williams  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 6-21-2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2019

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

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

PRODUCER Marsh & McLennan Agency, LLC 1031 West 4th Ave., Suite 400 Anchorage AK 99501	CONTACT NAME: Deidre Moore	
	PHONE (A/C No. Ext): (907)276-5617 FAX (A/C No.): (907)276-6292 E-MAIL ADDRESS: deidre.moore@marshmc.com	
INSURED McCallie Associates, Inc. Oxbow Data Management Systems, LLC 3909 Arctic Blvd., Suite 500 Anchorage AK 99503	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Insurance Co.	35378
	INSURER B: ACE American Insurance Co.	22667
	INSURER C: Navigators Specialty Insurance Co.	36056
	INSURER D: Atlantic Specialty Insurance Co.	27154
	INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 McCallie REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSG	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Self Insured Retention			General Liability Only MKLVSENV101377	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISAH08869261	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			SP18FXS7187461C *Does not apply to PL Technology E&O	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLRC48133940 Deductible: \$750,000	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Technology E&O			7600102260001	10/01/2018	10/01/2019	Each Loss \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Re: SAAS Contract 2016-078, Integrated Software System for the Breast & Cervical Cancer Screening Program. Evidence of Insurance. Subject to said policy limits, terms, and exclusions.

CERTIFICATE HOLDER	CANCELLATION
jennifer.hackett@dhhs.nh.g  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE K Leadbetter/GSERVE

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## COMMENTS/REMARKS

This is evidence of insurance procured and developed under the Alaska Surplus Lines Law, AS 21.34. It is not covered by the Alaska Insurance Guaranty Association Act, AS 21.80. This insurance was placed by the following Surplus Lines Broker: Worldwide Facilities Inc. License #9718. Applies to Companies "A" & "C".

21 mac



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6503  
603-271-4612 1-800-852-3345 Ext. 4612  
Fax: 603-271-4827 TDD Access: 1-800-735-2964



Jeffrey A. Meyers  
Commissioner

Marcella J. Bobinsky  
Acting Director

May 9, 2016

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 to enter into a **sole source agreement** with OxBow Data Management Systems, LLC (Vendor #TBD), 3802 Raynor Parkway Suite 200, Bellevue NE 68123, to provide a Medical Information Tracking System that integrates health screening data management with eligibility computing and billing in an amount not to exceed \$176,926, effective upon Governor and Council approval through June 30, 2020. 100% Federal Funds.

Funds are available in State Fiscal Year 2016 and 2017, and are anticipated to be available in State Fiscal Years 2018, 2019, and 2020, upon availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between state fiscal years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

**05-95-90-902010-5659 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, COMPREHENSIVE CANCER**

Fiscal Year	Class	Title	Activity Code	Amount
2016	102-500731	Contracts for Program Services	90080081	\$80,526
2017	046-500464	Contracts for Program Services	90080081	\$23,020
2018	046-500464	Contracts for Program Services	90080081	\$23,740
2019	046-500464	Contracts for Program Services	90080081	\$24,460
2020	046-500464	Contracts for Program Services	90080081	\$25,180
			<b>Sub-Total:</b>	<b>\$176,926</b>

### EXPLANATION

This request is **sole source** because the integrated software system developed by the vendor, the Medical Information Tracking System (Med-IT), is the only web-based system approved by the Centers for Disease Control and Prevention (CDC) for use by cancer screening programs. Additionally, the Med-IT system is the only web-based data management and billing system that meets the requirements of the CDC Health Information Portability and Accountability Act (HIPAA) safeguards, reporting requirements and screening guidelines.

The Department's Breast and Cervical Cancer Screening (BCCP) Program is a free screening program that provides low income women in New Hampshire with no cost breast and cervical cancer screenings and diagnostics. The Department provides these services through contracts with over twenty-six (26) primary care providers and through agreements with over 200 providers who bill for clinical procedures. The program has served close to 30,000 women since it began in 1997 and continues to serve approximately 4,000 women annually. Although implementation of the Affordable Care Act increased the number of low-income women in New Hampshire who are insured and thus reduced the need for free screening, it has not fully eliminated the need to provide screening and diagnostic services to certain groups of low income women in New Hampshire.

The CDC requires that Breast and Cervical Cancer Screening Programs: 1) establish and maintain a data system to collect, edit, manage, and continuously improve the data needed to track a woman's receipt of screening, diagnostic and treatment services; 2) establish and maintain a system that provides routine and ad-hoc report for program management; 3) establish methods for reviewing and assessing the completeness, accuracy, and timeliness of data collected; and 4) establish policies to ensure the security and confidentiality of all data collected. These data are used to provide an understanding of who is screened with program funds; monitor and project clinical costs; track patients for clinical care and follow-up; meet reporting requirements for CDC; and to link data to the cancer registry data.

Currently, the Department maintains a centralized Cancer Screening and Tracking Database (CaST) in order to track Minimal Data Elements (MDEs) for all women enrolled in the screening program. A CDC contractor provides the Department with a version of CaST that is installed on a server. Providers and contractors must submit patient data via fax, mail or e-mail to the Department, which is then entered into CaST by a full-time claims processor. The data manager can then generate a number of monthly reports, such as missing data reports and clinical care indicators, as well as provide screening sites with data that can assist with program planning and quality assurance.

A separate billing application, which was developed by the Department of Information Technology, is used by the Department to manage direct claims from enrolled providers. The data manager must manually confirm program enrollment and clinical validity for claims prior to entering invoices into the billing application. Use of Med-IT will help the Department of Health and Human Services to better meet protection standards related to protected health information of women enrolled in the BCCP.

The transition to the Med-IT system is part of a strategic plan to adapt to changes in health care financing and the changing needs for access to cancer screening and diagnosis. In SFY15 the Department eliminated a claims processor position and in SFY16 eliminated an administrative secretary and consolidated remaining responsibilities into a new data manager



position. These changes in staffing for the program and the transition from printed paper forms that are mailed and faxed to central office will result in a total savings of \$800,000 over the five-year contract period. In SFY16, the BCCP expanded the scope of contracts with primary care providers to allow for provision of care coordination services to low income women who face significant barriers to screening and would not be likely to get screened without this level of assistance.

The vendor's software application will ensure the Department can meet protection standards related to protected health information of women enrolled in the BCCP. The software application will also assist primary care providers in ensuring care coordination services are available to low income women who face significant barriers to breast and cervical cancer screening services.

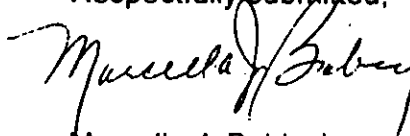
Should the Governor and Executive Council not approve this request the Department will lose the federal funding available to improve the BCCP services, which include automatic reminders to patients about upcoming appointments and/or follow up procedures. This could result in some women not receiving screenings that are necessary to maintain good health.

Area Served: Statewide

Source of Funds: 100% Federal (CFDA #93.283, FAIN #6 NU58DP003930-04-01)

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

Respectfully submitted,



Marcella J. Bobinsky  
Acting Director

Approved by:



Jeffrey A. Meyers  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

May 16, 2016

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **sole source** contract with OxBow Data Management Systems, Bellevue, NE, as described below and referenced as DoIT No. 2016-078.

The purpose of this contract is to provide Medical Information Tracking System (Med-IT) that integrates health screening data management with eligibility computing and billing. Med-IT is the only web-based system approved by the Centers for Disease Control and Prevention for use by cancer screening program. Additionally, the Med-IT system is the only web-based data management and billing system that meets the requirements of the CDC Health Information Portability and Accountability Act (HIPAA) safeguards, reporting requirements and screening guidelines. This contract is not to exceed \$176,926, effective upon Governor and Council approval through June 30, 2020.

A copy of this letter should accompany the Department of Information Technology's submission to the Governor and Executive Council for approval.

Sincerely,

*Gusanne Leiby*  
for Denis Goulet

DG/mh  
Contract 2016-078

Subject: SAAS Contract 2016-078 - Integrated Software System for the Breast & Cervical Cancer Screening Program

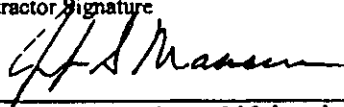
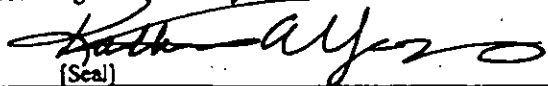
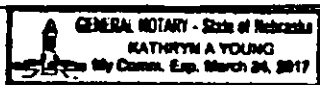

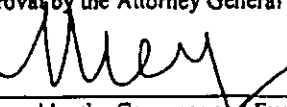
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name OxBow Data Management Systems, LLC		1.4 Contractor Address 3802 Raynor Parkway, Suite 200 Bellevue, NE 68123	
1.5 Contractor Phone Number (402) 991-6036	1.6 Account Number 05-95-90-902010-5659	1.7 Completion Date June 30, <del>2017</del> <sup>2020</sup> <i>MB</i>	1.8 Price Limitation \$176,926
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jennifer S. Maassen, Managing Partner	
1.13 Acknowledgement: State of Nebraska, County of Sarpy  On 28 April 2016, 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.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Kathryn A. Young, General Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Marcella J. Babinska, Acting Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: Megan A. York, Attorney 5/13/16			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

Subject: SAAS Contract 2016-078 - Integrated Software System for the Breast & Cervical Cancer Screening Program





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

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1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number (603) 271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jennifer S. Maassen, Managing Partner	
1.13 Acknowledgement: State of Nebraska, County of Sarpy On 28 April 2016, 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.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)			
1.13.2 Name and Title of Notary or Justice of the Peace Kathryn A. Young, General Notary			
1.14 State Agency Signatory 		1.15 Name and Title of State Agency Signatory Marcella J. Robinson, Administrator	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials JSM  
Date 4/28/16

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

Contractor Initials

Date

*J. H. M.*  
4/28/16

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**TABLE OF CONTENTS**

**TERMS AND DEFINITIONS - THE FOLLOWING GENERAL CONTRACTING TERMS AND DEFINITIONS APPLY EXCEPT AS SPECIFICALLY NOTED ELSEWHERE IN THIS DOCUMENT. .... 2**

**1. CONTRACT DOCUMENTS ..... 11**

**2. CONTRACT TERM ..... 12**

**3. COMPENSATION..... 12**

**4. CONTRACT MANAGEMENT..... 13**

**5. DELIVERABLES ..... 16**

**6. SOFTWARE ..... 17**

**7. SERVICES ..... 17**

**8. WORK PLAN DELIVERABLE ..... 18**

**9. CHANGE ORDERS..... 19**

**10. INTELLECTUAL PROPERTY ..... 19**

**11. USE OF STATE'S INFORMATION, CONFIDENTIALITY ..... 21**

**12. LIMITATION OF LIABILITY..... 23**

**13. TERMINATION ..... 24**

**14. CHANGE OF OWNERSHIP..... 27**

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS..... 28**

**16. DISPUTE RESOLUTION..... 28**

**17. SAAS GENERAL TERMS AND CONDITIONS..... 29**



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**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>Acceptance Letter</b>	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
<b>Acceptance Period</b>	The timeframe during which the Acceptance Test is performed
<b>Acceptance Test Plan</b>	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
<b>Acceptance Test and Review</b>	Tests performed to determine that no Defects exist in the application Software or the System
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network
<b>Agreement</b>	A contract duly executed and legally binding.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document
<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system
<b>Authorized Persons</b>	The the Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the the Contractor to perform the services required.
<b>BCCP</b>	Breast and Cervical Cancer Program
<b>CaST</b>	Cancer Screening and Tracking Database
<b>CDC</b>	Centers for Disease Control
<b>Certification</b>	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor 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 <i>under the Contract</i>
<b>Contract</b>	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Agreement</b>	Part 1, 2, and 3.. The documentation consisting of both the General Provisions and the Exhibits which represents the

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
<b>Contract Managers</b>	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i> )
<b>Contractor</b>	The Contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
<b>Contracted Contractor/Contractor</b>	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Conversion Test</b>	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a contracted Contractor must cure the default identified.
<b>Custom Code</b>	Code developed by the Contractor specifically for this project for the State of New Hampshire
<b>Custom Software</b>	Software developed by the Contractor specifically for this Project for the State of New Hampshire
<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 Contractor during the Contract Term
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
<b>DBA</b>	Database Administrator
<b>Deficiencies/Defects</b>	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.  Class A Deficiency – Software – Critical, does not allow System to operate, no work around, demands immediate

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	<p>action; <i>Written Documentation</i> – missing significant portions of information or unintelligible to State; <i>Non Software</i> – Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency – Software</b> – important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> – portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> – Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency – Software</b> – minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> – minimal changes required and of minor editing nature; <i>Non Software</i> – Services require only minor reworking and do not require re-performance of the Service.</p>
<b>Deliverable</b>	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
<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>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as "code signing."
<b>EDI</b>	Electronic Data Interchange
<b>Encryption</b>	Supports the transformation 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>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 Contractor's cost experience in performing the Contract
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>HIPAA</b>	Health Insurance Portability and Accountability Act

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

<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>Implementation Plan</b>	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
<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 that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<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>ISSHS</b>	Integrated software system for health services
<b>Key Project Staff</b>	Personnel identified by the State and by the Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>MDE</b>	Minimal Data Elements
<b>NHHPP</b>	New Hampshire Health Protection Program
<b>NH FIRST</b>	State of New Hampshire financial system
<b>NIST</b>	National Institute of Standards and Technology
<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-Public Information</b>	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
<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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	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 Contractor to begin work on the Contract on a given date and time
<b>Open Data Formats</b>	A data format based on an underlying Open Standard.
<b>Open Source Software</b>	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
<b>Open Standards</b>	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
<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>	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>Personal Data</b>	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
<b>PHI</b>	Protected Health Information
<b>Program Subscriber Services</b>	Services provided by the vendor to the State as described in this contract.
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Contractor'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 Management Plan</b>	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful Project.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

<b>Project Managers</b>	The persons identified who shall function as the State's and the Contractor'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 Contractor on the Project
<b>Protected Health Information (PHI)</b>	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
<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>Review Period</b>	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network
<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>Security Incident</b>	The potentially unauthorized access by non-authorized persons to personal data or non-public data the the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the the Contractor. A security incident may or may not turn into a data breach.
<b>Service Level Agreement (SLA)</b>	A signed agreement between both the State and the the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
<b>Service</b>	The work or labor to be performed by the Contractor on the Project as described in the Contract.
<b>Software</b>	All custom Software and <del>SAAS</del> Software provided by the

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	Contractor under the Contract
<b>Software-as-a-Service (SaaS)</b>	The capability provided to the State to use the the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
<b>Software Deliverables</b>	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 Contract Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Contractor in response to this RFP.
<b>Specifications</b>	The written provisions that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable agencies
<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 Contractor. The Contract Agreement SOW defines the results that the Contractor 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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	91-A
<b>State Data</b>	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the the Contractor.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year
<b>State Identified Contact</b>	The person or persons designated in writing by the State to receive security incident or breach notification.
<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 Proposal (CP).
<b>Subcontractor</b>	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>TBD</b>	To Be Determined
<b>Technical Authorization</b>	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
<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>	Period of the Contract from the Effective Date through termination.
<b>Transition Services</b>	Services and support provided when the Contractor 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



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

	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>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network
<b>Walk Through</b>	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
<b>Work Hours</b>	Contractor 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.
<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 as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**INTRODUCTION**

This Contract is by and between the State of New Hampshire, acting through the New Hampshire Department of Health and Human Services ("State"), and OxBow Data Management Systems, LLC, a Nebraska Corporation, ("Contractor"), having its principal place of business at 3802 Raynor Parkway, Suite 200, Bellevue, NE 68123.

The Contractor shall provide the Medical Information Tracking System web-based application to support breast and cervical cancer screening activities for the Department of Health and Human Services. Functions shall include, but not be limited to, functions for billing reimbursement and funding management; patient navigation; and data reports that are compliant with the Centers for Disease Control (CDC) funding requirements with real-time validation capabilities.

**RECITALS**

Whereas the State desires to have the Contractor provide a Medical Information Tracking System web-based application, and associated Services for the State; and

Whereas the Contractor wishes to provide a Medical Information Tracking System web-based application, and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1. CONTRACT DOCUMENTS**

This Contract Agreement (2016-078) is comprised of the following documents:

- 1.1.1. PART 1 - Form P-37 General Provision
- 1.1.2. PART 2 - Information Technology Provisions
- 1.1.3. PART 3 - Exhibits
  - 1.1.3.1. Exhibit A- Contract Deliverables
  - 1.1.3.2. Exhibit B- Price and Payment Schedule
  - 1.1.3.3. Exhibit C- Special Provisions
  - 1.1.3.4. Exhibit D- Administrative Services
  - 1.1.3.5. Exhibit E- Implementation Services
  - 1.1.3.6. Exhibit F- Testing Services
  - 1.1.3.7. Exhibit G- Maintenance and Support Services
  - 1.1.3.8. Exhibit H- Requirements
  - 1.1.3.9. Exhibit I- Work Plan
  - 1.1.3.10. Exhibit J- Software Agreement

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 1.1.3.11. Exhibit K- Warranty
- 1.1.3.12. Exhibit L- Training Services
- 1.1.3.13. Exhibit M- Reserved
- 1.1.3.14. Exhibit N- Reserved
- 1.1.3.15. Exhibit O- DHHS Standard Exhibits

**2. CONTRACT TERM**

- 2.1. The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").
- 2.2. The Contract shall begin on the Effective Date and extend through the Contract Completion Date, in accordance with Form P-37, General Provisions, Block 1.7, Completion Date.
- 2.3. The Term may be extended up to four (4) years, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, upon Governor and Executive Council approval.
- 2.4. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.
- 2.5. Time is of the essence in the performance of the Contractor's obligation under the contract.

**3. COMPENSATION**

**3.1. CONTRACT PRICE**

The Contract Price, Part 1, P-37, General Provisions, Block 1.8 Price Limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

**3.2. NON-EXCLUSIVE CONTRACT**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**4. CONTRACT MANAGEMENT**

4.1. The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall:

4.1.1. Provide all necessary resources to perform its obligations under the Contract.

4.1.2. Be responsible for managing the Project to its successful completion.

**4.2. THE CONTRACTOR'S CONTRACT MANAGER**

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

Scott Butler  
Contract Specialist  
3902 Raynor Parkway, Suite 200  
Bellevue, NE 68123  
Tel: 402-291-2203-Ext. 124  
Email: scott.butler@mccallie.com

4.2.1. The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contract Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contract Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of the Contractor's Contract Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2. The Contract Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contract Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contract Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site, as needed. The Contract Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3. The Contractor shall not change its assignment of Contract Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contract Project Manager shall not be unreasonably withheld. The replacement Contract Project Manager

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

shall have comparable or greater skills than the Contract Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described Section 4.2.1, above, and in Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement Contract Project Manager within ten (10) business days of the departure of the prior Contract Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim Contract Project Manager.

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

4.2.5. The Contractor's Contract Project Manager is:

Rex Brown  
Program Director  
3802 Raynor Parkway, Suite 200  
Bellevue, Nebraska 68123  
Tel: (402)991-6036  
Email: rex.brown@oxbowdms.com

**4.3. CONTRACTOR KEY PROJECT STAFF**

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Exhibit H - Requirements. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Section 4.6: Background Checks.

4.3.2. The Contractor shall not change any Contractor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Contractor Key Project Staff will not be unreasonably withheld. The replacement Contractor Key Project Staff shall have comparable or greater skills than the Contractor Key Project Staff being replaced; meet the requirements of the Contract and shall be subject to reference and background checks described in Section 4.6: Reference and Background Checks,

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

4.3.3. Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare the Contractor in default and to pursue its remedies at law and in equity, if the Contractor fails to assign Contractor Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with the Contractor's replacement Project staff.

4.3.4. Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

Contractor Key Project Staff	Title
Carolyn Wendover	Sr. Data Analyst
Dan Dawson	Software Engineer III
Megan Schroeder	Requirements Analyst
Scott Butler	Contract Specialist

**4.4. STATE CONTRACT MANAGER**

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

Eric D. Borrin  
Director of Contracts & Procurements  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-9558  
Email: Eric.Borrin@dhhs.state.nh.us

**4.5. STATE PROJECT MANAGER**

4.5.1. The State Project Manager duties shall include, but not be limited to:

- 4.5.1.1. Leading the Project;
- 4.5.1.2. Engaging and managing all the Contractors;
- 4.5.1.3. Managing significant issues and risks.
- 4.5.1.4. Reviewing and accepting Contract Deliverables;
- 4.5.1.5. Invoice sign-offs;
- 4.5.1.6. Review and approval of change proposals; and
- 4.5.1.7. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Whitney Hammond  
Administrator Chronic Disease Section  
29 Hazen Dr.  
Concord, NH 03301

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

Tel: 603-271-4959

Email: whitney.hammond@dhhs.state.nh.us

**4.6. REFERENCE AND BACKGROUND CHECKS**

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

**5. DELIVERABLES**

**5.1. CONTRACTOR RESPONSIBILITIES**

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

**5.2. DELIVERABLES AND SERVICES**

- 5.2.1. The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: Contract Deliverables.

**5.3. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 5.3.1. After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State shall Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: Contract Deliverables.
- 5.3.2. The State shall notify the Contractor, in writing, of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification.
- 5.3.3. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days.
- 5.3.4. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days.
- 5.3.5. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or:
  - 5.3.5.1. Immediately terminate the Contract;
  - 5.3.5.2. Declare the Contractor in default; and
  - 5.3.5.3. Pursue its remedies at law and in equity.

**5.4. SOFTWARE REVIEW AND ACCEPTANCE**

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

**6. SOFTWARE**

The Contractor shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software Agreement*. The Contractor shall provide the State of New Hampshire Medical Information Tracking (Med-IT) system for the Department of Health and Human Services' Breast and Cervical Cancer Program. This system includes data conversion, training and subscription services to the online system that merges health screening data management with eligibility computing and billing.

**7. SERVICES**



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

The Contractor shall provide the services required in this Contract. All services shall meet, and be performed, in accordance with the following specifications.

**7.1. ADMINISTRATIVE SERVICES**

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

**7.2. IMPLEMENTATION SERVICES**

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

**7.3. TESTING SERVICES**

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

**7.4. TRAINING SERVICES**

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

**7.5. MAINTENANCE AND SUPPORT SERVICES**

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

**8. WORK PLAN DELIVERABLE**

- 8.1. The Contractor shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the schedule, tasks, deliverables, major milestones, task dependencies, and payment schedules.
- 8.2. The initial Work Plan shall be a separate deliverable and is set forth in Contract Exhibit I: Work Plan. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the schedule, tasks, deliverables, major milestones, task dependencies, and payment schedules. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: Work Plan. The updated Contract Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.
- 8.3. Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: Work Plan shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the schedule.
- 8.4. In the event of any delay in the schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

- 8.5. In the event additional time is required by the Contractor to correct deficiencies, the schedule shall not change unless previously agreed in writing by the State, except that the schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the schedule shall automatically extend on a day-to-day basis.
- 8.6. 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 Contractor's Work Plan or elements within the Work Plan.

**9. CHANGE ORDERS**

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

**10. INTELLECTUAL PROPERTY**

**10.1. SOFTWARE TITLE**

- 10.1.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.
- 10.1.2. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor-provided software, and their associated documentation including any

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and documentation developed under the Contract.

- 10.1.3. In no event shall the Contractor 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.
- 10.1.4. The Contractor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

**10.2. STATE'S DATA AND PROPERTY**

- 10.2.1. All rights, title and interest in State Data shall remain with the State.
- 10.2.2. All data and any property which has been received from the State or purchased with funds provided for that purpose under this Contractor, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Contract for any reason.
- 10.2.3. The Contractor shall not access State user accounts or State data, except:
  - 10.2.3.1. In the course of data center operations;
  - 10.2.3.2. In response to service or technical issues;
  - 10.2.3.3. As required by the express terms of this contract; or
  - 10.2.3.4. At the State's written request.
- 10.2.4. The Contractor shall not rent or sell the State's Data.

**10.3. CONTRACTOR'S MATERIALS**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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

**10.4. STATE WEBSITE COPYRIGHT**

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

**10.5. CUSTOM SOFTWARE SOURCE CODE**

In the event that the Contracto develops a Custom Code for the software, all title, rights, and interest in the Custom Code shall remain with the Contractor. Support for the Custom Code shall be included under the ongoing software subscription.

**10.6. SURVIVAL**

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

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

**11.1. USE OF STATE'S INFORMATION**

11.1.1. In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information, which shall include, but is not 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).

11.1.2. The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

**11.2. STATE CONFIDENTIAL INFORMATION**

11.2.1. The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

(collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

- 11.2.2. Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which
  - 11.2.2.1. Shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof.
  - 11.2.2.2. 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.
  - 11.2.2.3. Is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party.
  - 11.2.2.4. Is disclosed with the written consent of the disclosing party.
- 11.2.3. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.
- 11.2.4. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall:
  - 11.2.4.1. Immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information.
  - 11.2.4.2. Cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.
- 11.2.5. In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

**11.3. CONTRACTOR CONFIDENTIAL INFORMATION**

- 11.3.1. Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary.
- 11.3.2. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the software and documentation to be Confidential Information. The Contractor acknowledges that the State

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A.

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

**11.4. SURVIVAL**

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

**12. LIMITATION OF LIABILITY**

**12.1. STATE**

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

**12.2. CONTRACTOR**

- 12.2.1. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the price limitation in Form P-37, General Provisions, Block 1.8, Price Limitation.
- 12.2.2. Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's:

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 12.2.2.1. Indemnification obligations set forth Form P-37, General Provisions, Paragraph 13, Indemnification,
- 12.2.2.2. Confidentiality obligations in Section 11, Use of State's Information, Confidentiality, above, which shall be unlimited.

**12.3. STATE'S IMMUNITY**

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

**12.4. SURVIVAL**

This Section 12: Limitation of Liability shall survive termination or Contract conclusion.

**13. TERMINATION**

**13.1. SURVIVAL**

Section 13: Termination, shall survive the termination or Contract conclusion.

**13.2. TERMINATION FOR DEFAULT**

- 13.2.1. Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
  - 13.2.1.1. Failure to perform the Services satisfactorily or on schedule;
  - 13.2.1.2. Failure to submit any report required; and/or
  - 13.2.1.3. Failure to perform any other covenant, term or condition of the Contract
- 13.2.2. Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:
  - 13.2.2.1. Unless otherwise provided in the Contract, the State shall provide the Contractor with written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 13.2.2.2. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to 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.
- 13.2.2.3. 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;
- 13.2.2.4. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- 13.2.2.5. Procure Services that are the subject of the Contract from another source and the Contractor 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, subject to the limitations of liability set forth by the Contract, which may include but is not limited to:
  - 13.2.2.5.1. Costs of competitive bidding.
  - 13.2.2.5.2. Mailing.
  - 13.2.2.5.3. Advertising.
  - 13.2.2.5.4. Applicable fee and charges or penalties.
  - 13.2.2.5.5. Staff time costs.
- 13.2.3. The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

**13.3. TERMINATION FOR CONVENIENCE**

- 13.3.1. 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 Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State.
- 13.3.2. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, Price and Payment Schedule, of the Contract.
- 13.3.3. During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible,



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.4. TERMINATION FOR CONFLICT OF INTEREST**

- 13.4.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.
- 13.4.2. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs.
- 13.4.3. The State shall pay all other contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.
- 13.4.4. In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

**13.5. TERMINATION PROCEDURE**

- 13.5.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.5.2. After receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:
  - 13.5.2.1. Provide any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.
  - 13.5.2.2. Stop work under the Contract on the date, and to the extent specified, in the notice.
  - 13.5.2.3. 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;

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 13.5.2.4. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract, which is in the possession of the Contractor and in which the State has an interest;
- 13.5.2.5. Not take any action to intentionally erase any State data.
- 13.5.3. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:
  - 13.5.3.1. 10 days after the effective date of termination, if the termination is in accordance with the contract period.
  - 13.5.3.2. 30 days after the effective date of termination, if the termination is for convenience.
  - 13.5.3.3. 60 days after the effective date of termination, if the termination is for cause .
- 13.5.4. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.
- 13.5.5. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State.
- 13.5.6. The Contractor shall implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data.
- 13.5.7. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods.
- 13.5.8. Certificates of destruction shall be provided to the State.
- 13.5.9. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

**14. CHANGE OF OWNERSHIP**

- 14.1. In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

immediately terminate the Contract without liability to the Contractor, its successors or assigns.

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

- 15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assume in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.
- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or Assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

**16. DISPUTE RESOLUTION**

- 16.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.
- 16.2. The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places,

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

**16.2.1. Dispute Resolution Responsibility and Schedule Table**

<b>LEVEL</b>	<b>CONTRACTOR</b>	<b>STATE</b>	<b>CUMULATIVE ALLOTTED TIME</b>
<b>Primary</b>	Carolyn Wendover Sr. Data Analyst	Whitney Hammond State Project Manager (PM)	5 Business Days
<b>First</b>	Rex Brown Program Director	Eric D. Borrin Director	10 Business Days
<b>Second</b>	Jennifer Maassen Managing Director	Jeffrey A. Myers Commissioner	15 Business Days

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

**17. SAAS GENERAL TERMS AND CONDITIONS**

**17.1. Computer Use**

17.1.1. 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"), the Contractor understands and agrees to the following rules:

17.1.1.1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

17.1.1.2. 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 the Contractor access or attempt to access any information without having the express authority to do so.

17.1.1.3. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

approved policies, procedures, and /or agreements relating to system entry/access.

17.1.1.4. 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 the Contractor 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 Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

17.1.1.5. That if the Contractor 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.

**17.2. Email Use**

17.2.1. 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 Contractor understand and agree that use of email shall follow State standard policy (available upon request).

**17.3. Internet/Intranet Use**

17.3.1. 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).

**17.4. Regulatory Government Approvals**

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

**17.5. Insurance certificate**

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

**17.6. Exhibits**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

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

**17.7. Venue and Jurisdiction**

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

**17.8. Survival**

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

**17.9. Force Majeure**

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

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

**17.10. Notices**

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

**17.10.1.1. Contractor:**

**OXBOW DATA MANAGEMENT SYSTEMS**  
**ATTN: REX BROWN**  
**3802 RAYNOR PARKWAY, SUITE 200**  
**BELLEVUE, NE 68123**  
**E.MAIL: REX.BROWN@OXBOWDMS.COM**  
**TEL: (402) 991-6036**

**17.10.1.2. State:**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH & HUMAN SERVICES  
ATTN: ERIC D. BORRIN  
129 PLEASANT STREET  
CONCORD, NH 03301  
E.MAIL: ERIC.BORRIN@DHHS.STATE.NH.US  
TEL: (603) 271-9558

**17.11. Data Protection**

- 17.11.1. Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the following conditions:
- 17.11.2. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own personal data and non-public data of similar kind.
- 17.11.3. All data obtained by the Contractor in the performance of this contract shall become and all personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the personal data.
- 17.11.4. Unless otherwise stipulated, the Contractor shall encrypt all non-public data at rest and in transit. The State shall identify data it deems as non-public data to the Contractor. The level of protection and encryption for all non-public data shall be identified and made a part of this contract.
- 17.11.5. At no time shall any data or processes — that either belong to or are intended for the use of the State or its officers, agents or employees — be copied, disclosed or retained by the the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State.
- 17.11.6. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

**17.12. DATA LOCATION**

- 17.12.1. The Contractor shall provide its services to the State and its end users solely from data centers in the U.S. Storage of State data at

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

rest shall be located solely in data centers in the U.S. the Contractor shall not allow its personnel or contractors to store State data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. the Contractor shall permit its personnel and contractors to access State data remotely only as required to provide technical support. the Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this contract.

**17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION**

17.13.1. The Contractor shall inform the State of any security incident or data breach in accordance with NH RSA 359-C:20.

17.13.1.1. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

17.13.1.2. Security Incident Reporting Requirements: the Contractor shall report a security incident to the appropriate State identified contact immediately as defined in the SLA.

17.13.1.3. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any State content that is subject to applicable data breach notification law, the Contractor shall:

17.13.1.3.1. Promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law; and

17.13.1.3.2. Take commercially reasonable measures to address the data breach in a timely manner.

**17.14. BREACH RESPONSIBILITIES**

This section only applies when a data breach occurs with respect to personal data within the possession or control of the Contractor.



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**

**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

- 17.14.1. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.
- 17.14.2. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is, or reasonably believes that there has been a data breach.
- 17.14.3. The Contractor shall:
  - 17.14.3.1. Cooperate with the State as reasonably requested by the State to investigate and resolve the data breach;
  - 17.14.3.2. Promptly implement necessary remedial measures, if necessary; and
  - 17.14.3.3. Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- 17.14.4. Unless otherwise stipulated, if a data breach is a direct result of the Contractor's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the Contractor shall bear the costs associated with:
  - 17.14.4.1. The investigation and resolution of the data breach;
  - 17.14.4.2. Notifications to individuals, regulators or others required by State law;
  - 17.14.4.3. A credit monitoring service required by State (or federal) law;
  - 17.14.4.4. A website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for data breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute 17 at the time of the data breach; and
  - 17.14.4.5. Complete all corrective actions as reasonably determined by the Contractor based on root cause; all (17.14.1.4.1 through 17.14.1.4.5) subject to this Contract's limitation of liability.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

**17.15. NOTIFICATION OF LEGAL REQUESTS**

17.15.1. The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

**17.16. ACCESS TO SECURITY LOGS AND REPORTS**

17.16.1. The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State.

17.16.2. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this contract.

**17.17. CONTRACT AUDIT**

17.17.1. The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

**17.18. DATA CENTER AUDIT**

17.18.1. The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request.

17.18.2. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

**17.19. ADVANCE NOTICE**

17.19.1. The Contractor shall give advance notice (to be determined at the contract time and included in the SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

**17.20. SECURITY**

17.20.1. The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 2 - INFORMATION TECHNOLOGY PROVISIONS**

For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

**17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES**

17.21.1. The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

**17.22. IMPORT AND EXPORT OF DATA**

17.22.1. The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

**17.23. RESPONSIBILITIES AND UPTIME GUARANTEE**

17.23.1. The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided.

17.23.2. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor.

17.23.3. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

**17.24. RIGHT TO REMOVE INDIVIDUALS**

17.24.1. The State shall have the right, at any time, to require the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor.

17.24.2. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal.

17.24.3. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual.

17.24.4. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

**EXHIBIT A - DELIVERABLES**

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

**1.1. Background and Project Overview**

- 1.1.1. The Chronic Disease Prevention and Screening (CDPS) Section seeks a Sole Source Software as a Service contract for a web-based data management and billing application. The Breast and Cervical Cancer Screening (BCCP) Program within the CDPS is a free screening program that provides low income women in New Hampshire with no cost breast and cervical cancer screening and diagnostics. The BCCP provides these services through contracts with over twenty-six primary care providers and through agreements with over 200 providers who bill for clinical procedures.
- 1.1.2. Certain data are collected and used to:
  - 1.1.2.1. Provide an understanding of who is screened with program funds.
  - 1.1.2.2. Monitor and project clinical costs.
  - 1.1.2.3. Track patients for clinical care and follow-up.
  - 1.1.2.4. Meet reporting requirements for CDC.
  - 1.1.2.5. Link data with the cancer registry data.
- 1.1.3. The Centers for Disease Control (CDC) requires that Breast and Cervical Cancer Screening Programs:
  - 1.1.3.1. Establish and maintain a data system to collect, edit, manage, and continuously improve the data needed to track a woman's receipt of screening, diagnostic and treatment services.
  - 1.1.3.2. Establish and maintain a system that provides routine and ad hoc report for program management.
  - 1.1.3.3. Establish methods for reviewing and assessing the completeness, accuracy, and timeliness of data collected.
  - 1.1.3.4. Establish policies to ensure the security and confidentiality of all data collected.
- 1.1.4. Currently, the BCCP maintains a centralized Cancer Screening and Tracking Database (CaST) in order to track Minimal Data Elements (MDEs) for all women enrolled in the screening program. A CDC contractor provides New Hampshire with a version of CaST that can be installed on a server and requires our contractors to submit patient data via FAX to be entered at the central office by a full-time claims processor. A data manager generates a number of monthly reports (e.g., missing data reports, clinical care indicators, etc.) and provides screening sites with data to help with program planning and quality assurance. A separate DoIT developed billing application is used by the BCCP to manage direct claims from enrolled providers. The data manager

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

must manually confirm program enrollment and clinical validity for claims prior to entering invoices into the DoIT developed billing application.

1.1.5. Following implementation of the Affordable Care Act the number of low-income women in New Hampshire who were insured increased considerably because of access to subsidized insurance plans through the Health Insurance Marketplace and free insurance through the New Hampshire Health Protection Program (NHHP). In SFY15 the BCCP eliminated our claims processor position and the data manager is performing these responsibilities. In SFY16, the BCCP plans to expand the scope of contracts with primary care providers to allow for provision of care coordination services to low income women who face significant barriers to screening and would not be likely to get screened without this level of assistance. Given this emerging focus for the BCCP it is likely that we will be serving close to 6,000 women annually and will have an increase in data reporting and entry.

1.1.6. Project Summary

1.1.6.1. There are 26 contracted BCCP screening sites in New Hampshire and 200 providers.

1.1.6.2. The BCCP has screened 30,000 women since 1997 and has 100,000 screening cycle records (screening to diagnostic/treatment if needed).

1.1.6.3. The BCCP screens 4,000 women annually.

1.1.6.4. Each woman screened can have between 2-5 data forms submitted to the central office and between 4-20 claims per screening cycle.

1.1.6.5. In SFY15 the BCCP eliminated the claims processor position and merged these responsibilities with the data manager position.

1.1.6.6. CDC requires collection of MDEs and reporting bi-annually on core indicators.

1.1.6.7. In NH, BCCP screening sites submit program data via fax to the central office and receive reports via mail.

1.1.6.8. The BCCP requires increased data management capacity for SFY16 to accommodate an increase in the number of women served.

1.1.6.9. We will need to enter into a contract for a Software as a Service solution to migrate our existing records, receive software training, and test/work with the tool and database before implementation.

1.1.6.10. Only BCCP staff will have access to crude data. It is anticipated that System Administrators will access the data through a separate account in a secure session.

1.1.6.11. The data will be used to create reports for CDC, BCCP and contractors to inform program planning.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

**1.2. General Project Assumptions**

- 1.2.1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project.
- 1.2.2. The State of New Hampshire and the Contractor Project Managers will review these tools and templates and determine which ones will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- 1.2.3. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
- 1.2.4. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. The Contractor shall provide the State with resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.
- 1.2.5. The Deliverables are set forth in the Schedule described below in Section 2, Deliverables, Milestones, and Activities Schedule. 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.
- 1.2.6. Pricing for Deliverables set forth in Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

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

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
2.1.	Conduct Project Kickoff Meeting	Non-Software	30 days from contract effective date
2.2.	Project Status Reports	Written	Weekly beginning 30 days from the contract effective date
2.3.	Work Plan	Written	Within 30 days of the contract effective date
2.4.	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Within 30 days of the contract effective date
2.5.	Security Plan	Written	Within 30 days of the contract effective date
2.6.	Communications and Change Management Plan	Written	Within 30 days of the contract effective date
2.7.	Requirements Traceability Matrix	Written	Within 30 days of the contract effective date
2.8.	Software Configuration Plan	Written	Within 30 days of the contract effective date
2.9.	Systems Interface Plan and Design/Capability	Written	Within 30 days of the contract effective date
2.10.	Testing Plan	Written	Within 30 days of the contract effective date
2.11.	Data Conversion Plan and Design	Written	Within 30 days of the contract effective date
2.12.	Deployment Plan	Written	Within 30 days of the contract effective date

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

2.13.	Comprehensive Training Plan and Curriculum	Written	Within 30 days of the contract effective date
2.14.	End User Support Plan	Written	Within 30 days of the contract effective date
2.15.	Business Continuity Plan	Written	Within 30 days of the contract effective date
2.16.	Documentation of Operational Procedures	Written	Within 30 days of the contract effective date
2.17.	Provide Software Licenses if needed	Written	Within 30 days of the contract effective date
2.18.	Provide Fully Tested Data Conversion Software	Software	Within 30 days of the contract effective date
2.19.	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Within 30 days of the contract effective date
2.20.	Conduct Integration Testing	Non-Software	Within 30 days of the contract effective date
2.21.	Conduct User Acceptance Testing	Non-Software	Within 30 days of the contract effective date
2.22.	Perform Production Tests	Non-Software	Within 30 days of the contract effective date
2.23.	Test In-Bound and Out-Bound Interfaces	Software	Within 30 days of the contract effective date
2.24.	Conduct System Performance (Load/Stress) Testing	Non-Software	Within 30 days of the contract effective date
2.25.	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	Within 30 days of the contract effective date



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

2.26.	Converted Data Loaded into Production Environment	Software	Within 30 days of the contract effective date
2.27.	Provide Tools for Backup and Recovery of all Applications and Data	Software	Within 30 days of the contract effective date
2.28.	Conduct Training	Non-Software	Within 30 days of the contract effective date
2.29.	Cutover to New Software	Non-Software	Within 30 days of the contract effective date
2.30.	Provide Documentation	Written	Within 30 days of the contract effective date
2.31.	Execute Security Plan	Non-Software	Within 30 days of the contract effective date
2.32.	Ongoing Hosting Support	Non-Software	Upon program effective date
2.33.	Ongoing Support & Maintenance	Software	Upon program effective date
2.34.	Conduct Project Exit Meeting	Non-Software	Upon program effective date

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

**EXHIBIT B**  
**PRICE AND PAYMENT SCHEDULE**

**1. PAYMENT SCHEDULE**

**1.1. Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract effective the date of Governor and Executive Council approval through Form P-37, Block 1.8, Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Activity, Deliverable, or Milestone		Projected Delivery Date	Price
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1.1.1.	Conduct Project Kickoff Meeting	Within 10 days of Contract	Included in pricing model
1.1.2.	Project Status Reports	Within 30 days of the contract effective date	Included in pricing model
1.1.3.	Work Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.4.	Infrastructure Plan, including Desktop and Network Configuration Requirements	Within 30 days of the contract effective date	Included in pricing model
1.1.5.	Security Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.6.	Communications and Change Management Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.7.	Requirements Traceability Matrix	Within 30 days of the contract effective date	Included in pricing model
1.1.8.	Software Configuration Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.9.	Systems Interface Plan and Design/Capability	Within 30 days of the contract effective date	Included in pricing model
1.1.10.	Testing Plan	Within 30 days of the contract effective date	Included in pricing model

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

1.1.11.	Data Conversion Plan and Design	Within 30 days of the contract effective date	Included in pricing model
1.1.12.	Deployment Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.13.	Comprehensive Training Plan and Curriculum	Within 30 days of the contract effective date	Included in pricing model
1.1.14.	End User Support Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.15.	Business Continuity Plan	Within 30 days of the contract effective date	Included in pricing model
1.1.16.	Documentation of Operational Procedures	Within 30 days of the contract effective date	Included in pricing model
1.1.17.	Provide Software Licenses if needed	Within 60 days of the contract effective date	Included in pricing model
1.1.18.	Provide Fully Tested Data Conversion Software	Within 60 days of the contract effective date	Included in pricing model
1.1.19.	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Within 60 days of the contract effective date	Included in pricing model

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

1.1.20.	Conduct Integration Testing	Within 60 days of the contract effective date	Included in pricing model
1.1.21.	Conduct User Acceptance Testing	Within 60 days of the contract effective date	Included in pricing model
1.1.22.	Perform Production Tests	Within 60 days of the contract effective date	Included in pricing model
1.1.23.	Test In-Bound and Out-Bound Interfaces	Within 60 days of the contract effective date	Included in pricing model
1.1.24.	Conduct System Performance (Load/Stress) Testing	Within 60 days of the contract effective date	Included in pricing model
1.1.25.	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Within 60 days of the contract effective date	Included in pricing model

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

1.1.26.	Converted Data Loaded into Production Environment	Within 60 days of the contract effective date	Included in pricing model
1.1.27.	Provide Tools for Backup and Recovery of all Applications and Data	Within 60 days of the contract effective date	Included in pricing model
1.1.28.	Conduct Training	Within 60 days of the contract effective date	Included in pricing model
1.1.29.	Cutover to New Software	Within 60 days of the contract effective date	Included in pricing model
1.1.30.	Provide Documentation	Within 60 days of the contract effective date	Included in pricing model
1.1.31.	Execute Security Plan	Within 60 days of the contract effective date	Included in pricing model
1.1.32.	Ongoing Hosting Support	Upon program effective date	Included in pricing model
1.1.33.	Ongoing Support & Maintenance	Upon program effective date	Included in pricing model
1.1.34.	Conduct Project Exit Meeting	Upon program effective date	Included in pricing model

**1.2. Future Vendor Rates Worksheet**

- 1.2.1. The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required.
- 1.2.2. The following format must be used to provide this information. "SFY" refers to State Fiscal Year.
- 1.2.3. The New Hampshire State Fiscal Year runs from July 1 through June 30 of the following calendar year.
- 1.2.4. Positions not identified in the Proposed Position Worksheet may be included in the Future Vendor Rates Worksheet.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

**1.2.4.1. Table 1 Future Vendor Rates Worksheet**

Position Title	SFY 2016	SFY 2017	SFY 2018	SFY 2019
Project Manager	\$200	\$200	\$200	\$200
Principal Program Analyst	\$200	\$200	\$200	\$200
Senior Developer	\$175	\$175	\$175	\$175
Intermediate Developer	\$150	\$150	\$150	\$150
Tester	\$150	\$150	\$150	\$150

**1.3. SAAS Services Pricing Worksheet**

- 1.3.1. Pricing must reflect the payment of maintenance through the Contract end date.
- 1.3.2. Price estimate should reflect the most optimistic implementation date.
- 1.3.3. Actual payments may differ from the estimate if project start date slips or if implementation takes longer, as this will cause a shorter maintenance period.
- 1.3.4. Table 2: SAAS Services Pricing Worksheet should be customized to reflect the project and the cost composing the Contractor's proposal.

**1.3.4.1. Table 2: SAAS Services Pricing Worksheet**

SAAS SERVICES (If applicable)	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	TOTAL
Data Conversion	\$45,667.00	-	-	-	-	\$45,667.00
Travel & Training	\$12,559.00	-	-	-	-	\$12,559.00
Med-IT® - BCC Subscription Fees	\$19,800.00	\$20,520.00	\$21,240.00	\$21,960.00	\$22,680.00	\$106,200.00
Med-IT® - Changes & Enhancements	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$12,500.00
<b>GRAND TOTAL</b>	<b>\$80,526.00</b>	<b>\$23,020.00</b>	<b>\$23,740.00</b>	<b>\$24,460.00</b>	<b>\$25,180.00</b>	<b>\$176,926.00</b>

**2. CONTRACT PRICE**

- 2.1. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

all payments made by the State exceed Form P-37 General Provisions, Block 1.8, Price Limitation.

- 2.2. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.
- 2.3. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**3. INVOICING**

- 3.1. The Contractor shall submit correct invoices to the State for all amounts to be paid by the State.
- 3.2. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld.
- 3.3. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract.
- 3.4. Invoices must be in a format as determined by the State and contain detailed information, including without limitation:
  - 3.4.1. Itemization of each Deliverable and identification of the Deliverable for which payment is sought.
  - 3.4.2. Acceptance date triggering such payment.
  - 3.4.3. Date of delivery and/or installation.
  - 3.4.4. Monthly maintenance charges.
  - 3.4.5. Any other Project costs or retention amounts, if applicable.
- 3.5. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.
- 3.6. Invoices shall be sent to:
  - Financial Manager
  - DHHS
  - 29 Hazen Drive
  - Concord, NH 03301

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

3.7. All vendor payments shall be sent to:

Oxbowinvoicing@mccallie.com

&

OxBow Data Management Systems, LLC  
3906 Raynor Parkway, Suite 200  
Bellevue, NE 68123

**4. OVERPAYMENTS TO THE CONTRACTOR**

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

**5. CREDITS**

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

**6. PROJECT HOLDBACK**

The State shall withhold ten percent (10%) of the first year annual fee/implementation fee for a period of 60 days after first productive use of the System.



**STATE OF NEW HAMPSHIRE  
Department of Health & Human Services  
Integrated Software System for the  
Breast & Cervical Cancer Screening Program  
SAAS CONTRACT 2016-078  
PART 3 - EXHIBITS**

**Exhibit C – Special Provisions**

Use the special provision section to show appropriate changes to the terms outlined in the General Provisions.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

**Exhibit D**  
**ADMINISTRATIVE SERVICES**

**1. TRAVEL EXPENSES**

- 1.1. The Contractor shall assume all reasonable travel and related expenses.
- 1.2. All labor rates will be "fully loaded", including, but not limited to:
  - 1.2.1. Meals.
  - 1.2.2. Hotel/housing.
  - 1.2.3. Airfare.
  - 1.2.4. Car rentals.
  - 1.2.5. Car mileage.
  - 1.2.6. Out of pocket expenses.

**2. SHIPPING AND DELIVERY FEE EXEMPTION**

- 2.1. The State shall not pay for any shipping or delivery fees, unless specifically itemized in the Contract.

**3. ACCESS/COOPERATION**

- 3.1. As applicable, and subject to the applicable laws and regulations, the State shall, as required to complete contracted Services, provide the Contractor with access to all:
  - 3.1.1. Program files.
  - 3.1.2. Libraries.
  - 3.1.3. Personal computer-based systems.
  - 3.1.4. Software packages.
  - 3.1.5. Network systems.
  - 3.1.6. Security systems.
  - 3.1.7. Hardware.
- 3.2. The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

**4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES**

- 4.1. The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract.
- 4.2. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 - EXHIBITS**

4.3. Documents must be provided in both printed and electronic format.

**5. RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

5.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall:

5.2.1. Retain all such records for three (3) years following termination of the Contract, including any extensions.

5.2.2. Retain all records relating to any litigation matters regarding the Contract for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

5.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State:

5.3.1. During the three (3) year period following termination of the Contract.

5.3.2. One (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period.

5.4. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.

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

**6. ACCOUNTING REQUIREMENTS**

6.1. The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles.

6.2. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**Exhibit E**  
**IMPLEMENTATION SERVICES**

**1. PROJECT MANAGEMENT**

- 1.1. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
  - 1.1.1. **Introductory Meeting:** Participants shall include the Contractor Key Project Staff and State Project leaders from both the Department of Justice and the Department of Information Technology in order to:
    - 1.1.1.1. Enable leaders to become acquainted.
    - 1.1.1.2. Establish any preliminary Project procedures.
  - 1.1.2. **Kickoff Meeting:** Participants shall include the State and the Contractor Project Team and major stakeholders in order to establish a sound foundation for activities that will follow.
  - 1.1.3. **Status Meetings:** Participants shall include, at the minimum, the Contractor Project Manager and the State Project Manager. The meetings shall:
    - 1.1.3.1. Be conducted at least bi-weekly.
    - 1.1.3.2. Address overall Project status.
    - 1.1.3.3. Address any additional topics that are necessary to remain on schedule and within budget.
    - 1.1.3.4. Be based on a status and error report from the Contractor.
  - 1.1.4. **The Work Plan:** The Work Plan shall be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
  - 1.1.5. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues, which shall be scheduled between the parties at an agreeable time and location, as necessary.
  - 1.1.6. **Exit Meeting:** Participants shall include Project leaders from the Contractor and the State, in order to:
    - 1.1.6.1. Review lessons learned from the Project.
    - 1.1.6.2. Address follow up options available to the State.
- 1.2. The Contractor shall prepare agendas, background, and minutes of all meetings. The Contractor shall ensure:
  - 1.2.1. The background for each status meeting includes an updated Work Plan.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 1.2.2. Formal presentations are drafted for meetings, such as a presentation for the kickoff meeting.
- 1.3. The Contractor Project Manager or the Contractor Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:
  - 1.3.1. Project status related to the Work Plan.
  - 1.3.2. Deliverable status.
  - 1.3.3. Accomplishments during weeks being reported.
  - 1.3.4. Planned activities for the upcoming two (2) week period.
  - 1.3.5. Future activities.
  - 1.3.6. Issues and concerns requiring resolution.
  - 1.3.7. Report and remedies in case of falling behind Schedule.
- 1.4. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall, at no additional cost to the State:
  - 1.4.1. Prepare special reports and presentations relating to Project Management.
  - 1.4.2. Assist the State in preparing reports and presentations, as reasonably requested by the State.

**2. IMPLEMENTATION STRATEGY**

**2.1. Key Components**

- 2.1.1. The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.
- 2.1.2. The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- 2.1.3. The Contractor team shall provide training templates, as defined in the Training Plan, which shall be:
  - 2.1.3.1. Customized to address the State's specific requirements.
  - 2.1.3.2. Reviewed for format, content, style, and presentation and approved early on in the process in order to provide sufficient time for development of material as functionality is defined and configured.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

2.1.4. The Contractor shall manage Project execution and provide the tools needed to:

2.1.4.1. Create and manage the Project's Work Plan and tasks.

2.1.4.2. Manage and schedule Project staff.

2.1.4.3. Track and manage issues.

2.1.4.4. Manage changing requirements.

2.1.4.5. Maintain communication within the Project Team.

2.1.4.6. Report status.

**2.2. Contractor Timeline**

2.2.1. The timeline shall be set forth in the Work Plan. During the initial planning period Project task and resource plans shall be established for:

2.2.1.1. The preliminary training plan.

2.2.1.2. The change management plan.

2.2.1.3. Communication approaches.

2.2.1.4. Finalized project standards and procedures.

2.2.1.5. Initiation of team training.

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

2.2.3. Processes shall be documented, training established, and the application shall be ready for Implementation in accordance with the Work Plan.

**2.3. Change Management and Training**

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

**3. Custom Code Development Methodology**

3.1. The Contractor shall use structured design techniques for all software development efforts. For database development efforts the design approach shall include the identification and design of various database-unique objects such as the tables, data entry screens, queries, validity checks, etc. The general design approach for such database applications is described as follows.

3.2. The Contractor's first step in the software development effort shall be the generation of a requirements document. This includes:

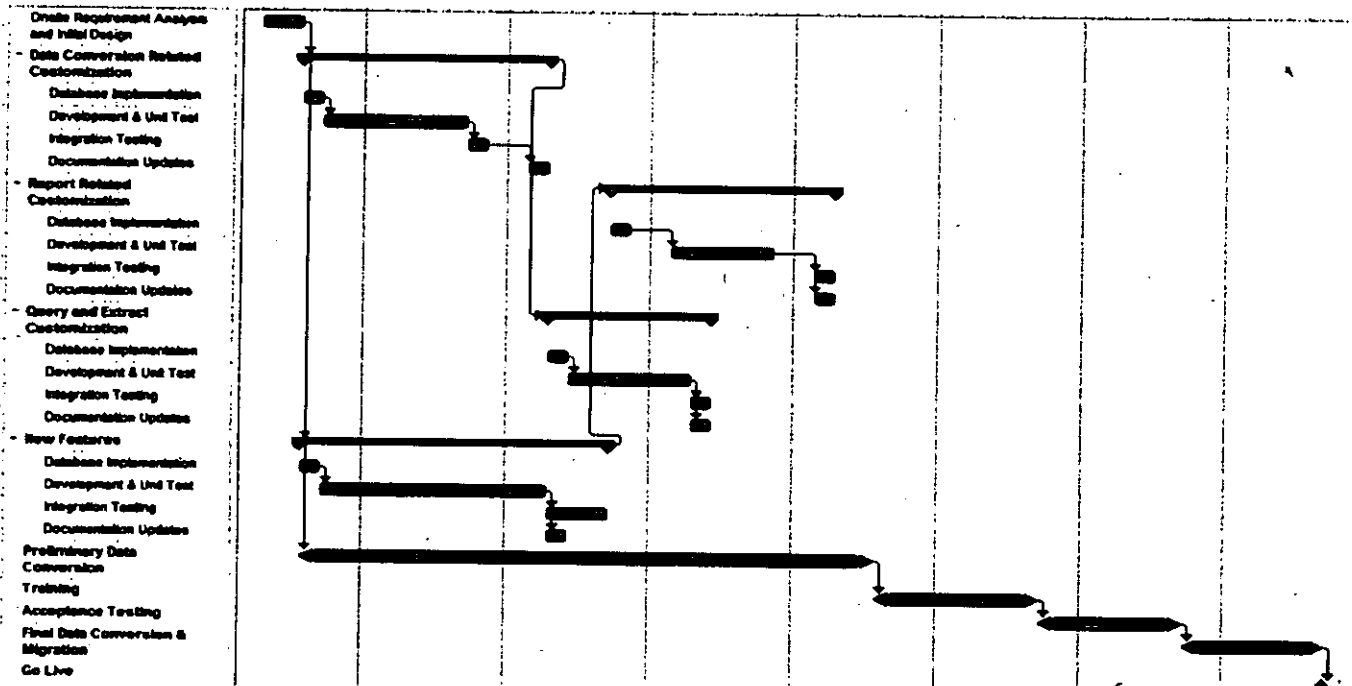
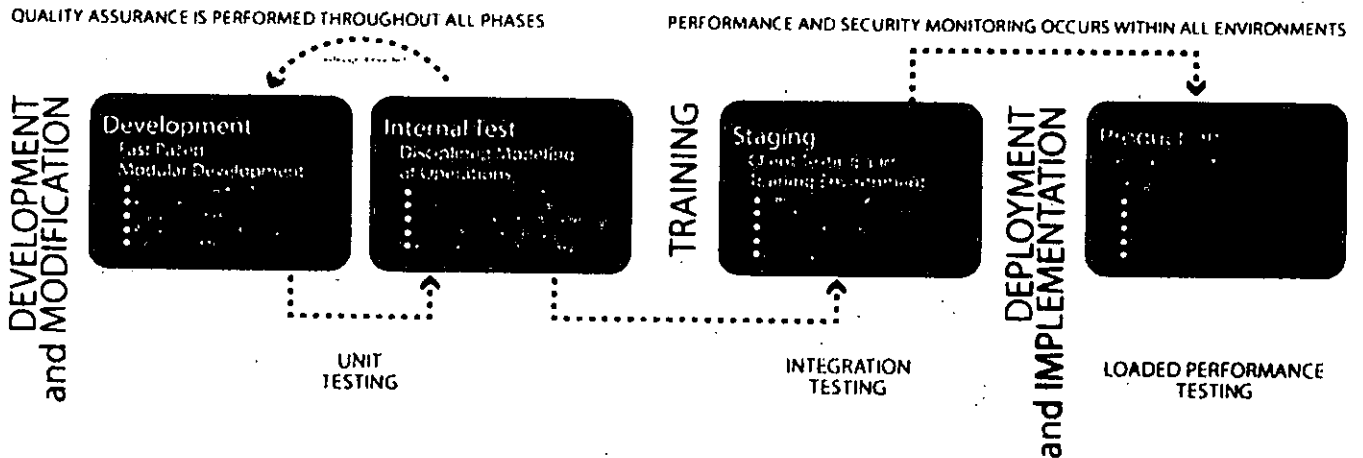
3.2.1. Customer requirements relating to System scope and capabilities;

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 3.2.2. Requirements imposed by the software/hardware environment for the System, including any network requirements;
- 3.2.3. Security requirements such as password protection and data encryption; and
- 3.2.4. Development effort consideration such as level of effort, schedule, deadline, personnel available, and types of documentation required.
- 3.3. Concurrent with the requirement definition is the development of the data definition. In collaboration with the Department, the Contractor identifies and defines the individual data elements, their type and size, quantity of data, validity requirements, security requirements, and relationships between data groups. Using all this information, the data shall be integrated into the selected database system.
- 3.4. The resulting Requirement and Data Dictionary Documents will serve as the basis for acceptance testing and provide the details needed to finalize a budget and development schedule.
- 3.5. The Contractor shall develop test plans for system integration tests and final acceptance testing. The Contractor shall design these tests to verify that the System works as specified and meets all customer requirements.
- 3.6. At this point, the Contractor shall define and design the various remaining application objects. These include screens for user interface, reports, validity checks, and navigation methods. As they are developed, they shall be unit tested and undergo internal testing to ensure the requirements have been met.
- 3.7. Once internal testing is complete the application along with tested customizations shall be moved to the Contractor Staging System. This is the external facing test environment and offers the Department a first look at the System. The Contractor continues validation testing and prepares system documentation, and the Department will begin familiarizing themselves with the application as it fits their day to day environment. This Staging System shall remain in place even after the Go Live event as an environment where the Department can train new users, test future updates before they are introduced into the production environment, and refresh their familiarity with less often used features of the System if needed. The Staging System shall be initially loaded with the preliminary data conversion set if legacy data will be converted to the new application. Later, this data shall be de-identified but remains in place to assist with training/validation use without exposing protected client information.
- 3.8. It is also in this environment where final Acceptance testing takes place. This allows both the Contractor and the Department to perform final checks on the System without affecting converted legacy data which may already be loaded into the Production environment.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 3.9. After System Acceptance, the application shall be moved to the Production environment, final data conversion is performed – if not already complete, and any actual client data in the Staging environment shall be de-identified.
- 3.10. The following diagram illustrates the development work flow and the sample project plan shows how various activities relate. Actual work activities and durations depend on the final Statement of Work and are finalized during initial contract award meetings.

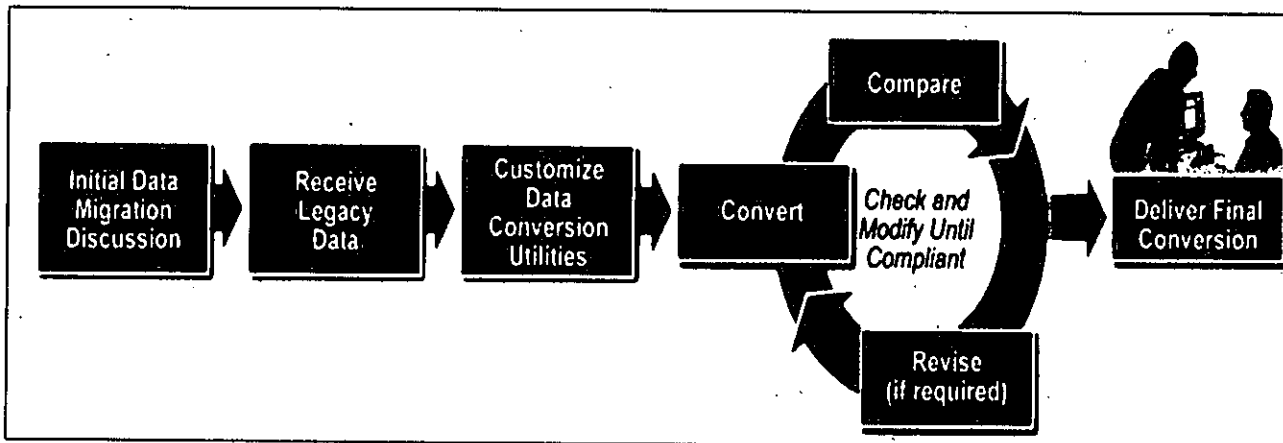




**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**4. Data Conversion Methodology**

4.1. The Contractor's multi-phased approach to the data conversion process, shown in the figure below, addresses the mechanics of the conversion, enables data standardization, and incorporates corrections to meet CDC's semi-annual Minimum Data Element (MDE) submission requirements.

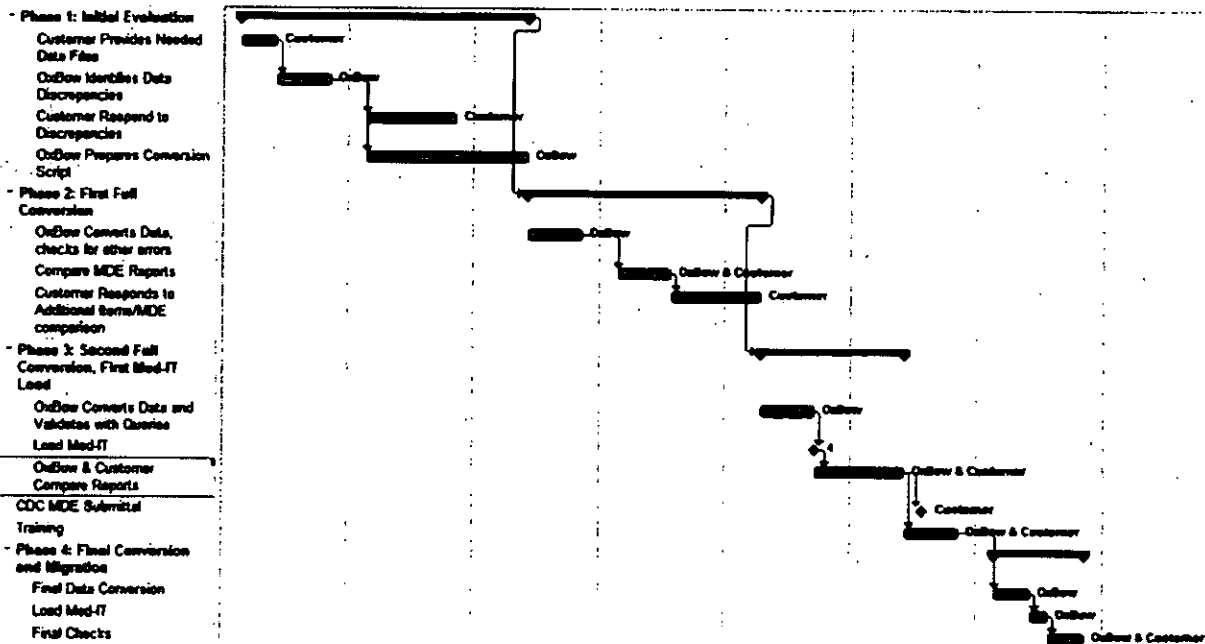


- 4.2. For quality assurance, the Contractor shall generate an MDE report using converted data to compare against a baseline MDE generated by the Department's current system. Contractor experts verify conversion accuracy by reviewing MDE content, verifying MDE Edit Check results, and comparing frequency of result values. This is essentially the same comparison performed by the CDC supplied Edit Check application used during MDE submission to check data quality and the Contractor's method of ensuring the Department's converted data has been done accurately and will meet MDE reporting quality standards.
- 4.3. As part of this validation process, a meeting between the Contractor's Data Analyst, the Department's data manager and any other personnel most familiar with the Customer data shall be held. Depending on the scope of the data conversion, this may be conducted via webinar or as an onsite meeting at the Department's location. The Contractor shall work with the Department to ensure all enrollment, screening, diagnostic, provider and referral documents are correctly captured within Med-IT®. Once any conversion discrepancies are corrected or explained, an MDE file can then be generated and submitted for CDC verification of the conversion.
- 4.4. In this approach, data is converted using two trial runs prior to the final data conversion to test the conversion script and to streamline the conversion process. This best practice minimizes the time required for final data conversion and cut-over, reducing downtime and the amount of "catch up" data entry and editing

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

workload. Final data conversion normally requires five or less business days to complete.

- 4.5. Actual data conversion steps and timelines are determined by the type and quantity of data to be converted. This shall be finalized during the initial meeting following contract award. It is anticipated that data conversion will be completed within a few weeks.
- 4.6. It is anticipated that data entry in the legacy System shall a week prior to the Med-IT® Go-Live date. User's stop entry in the legacy system, data is transferred to disk and sent by over-night delivery to the Contractor's corporate offices or uploaded to the Contractor's Secure FTP server. Using the verified data conversion processes and scripts, data shall be converted and uploaded to the Med-IT® production System. This process will take up to 2 days for conversion and upload. Final conversion testing and verification shall take place with both Department and Contractor staff participating. Once the Department program administrators have accepted with UAT and the conversion in writing, the Med-IT® service shall go live, and authorized users shall have full access to the System.
- 4.7. The following diagram illustrates a sample data conversion project plan and shows how various activities relate. Actual work activities and durations depend on the final Statement of Work and are finalized during initial contract award meetings.



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT F**  
**TESTING SERVICES**

**1. TESTING AND ACCEPTANCE**

- 1.1. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor shall:
  - 1.1.1. Provide training as necessary to the State staff responsible for test activities
  - 1.1.2. Be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.
  - 1.1.3. Ensure the Test Plan methodology is included in the finalized Work Plan and reflects the needs of the Project.
  - 1.1.4. Prepare a separate Test Plan and set of test materials for each Software function or module.
- 1.2. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)): This shall include, but not be limited to:
  - 1.2.1. Planning, test scenario and script development.
  - 1.2.2. Data and System preparation for testing.
  - 1.2.3. Execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests.
  - 1.2.4. Security Review and tests.
  - 1.2.5. Support of the State during User Acceptance Test and Implementation.
- 1.3. The Contractor shall:
  - 1.3.1. Provide a mechanism for reporting actual test results vs. expected results.
  - 1.3.2. Provide for the resolution and tracking of all errors and problems identified during test execution.
  - 1.3.3. Correct Deficiencies and support required re-testing.

**2. Test Planning and Preparation**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 2.1. The Contractor shall provide the State with an overall Test Plan for review and approval that will guide all testing. The State approved Test Plan shall include, but not be limited to:
  - 2.1.1. Identification, preparation, and Documentation of planned testing.
  - 2.1.2. A requirements traceability matrix.
  - 2.1.3. Test variants.
  - 2.1.4. Test scenarios.
  - 2.1.5. Test cases.
  - 2.1.6. Test scripts.
  - 2.1.7. Test Data.
  - 2.1.8. Test phases.
  - 2.1.9. Unit tests.
  - 2.1.10. Expected results.
  - 2.1.11. A tracking method for reporting actual versus expected results.
  - 2.1.12. Identification of all errors and problems arising during test execution.
- 2.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing shall commence upon the Contractor's Project Manager's written certification that the Contractor's staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The Contractor shall present the State with:
  - 2.2.1. A State approved Acceptance Test Plan.
  - 2.2.2. Test scenarios.
  - 2.2.3. Test cases.
  - 2.2.4. Test scripts.
  - 2.2.5. Test data.
  - 2.2.6. Expected results.
- 2.3. The State shall commence its testing within five (5) business days of receiving Certification from the Contractor 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 Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

2.4. 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.

**3. System Integration Testing (if applicable)**

- 3.1. The new System shall be tested in integration with other application systems (NH First System) in a production-like environment in order to validate the integration between the individual unit application modules and verify that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test shall be performed in a test environment.
- 3.2. Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

<b>Activity Description</b>	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
<b>Contractor Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Take the lead in developing the Systems Integration Test Specifications.</li> <li>• Work jointly with the State to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the State to validate components of the test scripts.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Work jointly with the Contractor to develop the Systems Integration Test Specifications.</li> <li>• Work jointly with the Contractor to develop and load the data profiles to support the test Specifications.</li> <li>• Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.</li> </ul>
<b>Work Product Description</b>	<ul style="list-style-type: none"> <li>• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party Systems, interfaces, and applications are functioning properly.</li> </ul>

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**4. Conversion Validation Testing**

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

**5. Installation Testing**

5.1. In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

**6. User Acceptance Testing (UAT)**

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

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

6.3. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

<b>Activity Description</b>	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
<b>Contractor Team Responsibilities</b>	<ul style="list-style-type: none"> <li>• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test.</li> <li>• Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities.</li> <li>• Work jointly with the State in determining the required actions for problem resolution.</li> </ul>
<b>State Responsibilities</b>	<ul style="list-style-type: none"> <li>• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.</li> <li>• Validate the Acceptance Test environment.</li> <li>• Execute the test scripts and conduct User Acceptance Test activities.</li> <li>• Document and summarize Acceptance Test results.</li> <li>• Work jointly with the Contractor in determining the required actions for problem resolution.</li> <li>• Provide Acceptance of the validated Systems.</li> </ul>
<b>Work Product Description</b>	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**7. Performance Tuning and Stress Testing**

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

**7.1.1. Scope**

7.1.1.1. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

7.1.1.2. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

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

**7.1.2. Test Types**

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

7.1.2.1.1. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run, to establish a baseline for transaction response time, throughput and other user-based metrics.

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

**7.1.3. Tuning**

7.1.3.1. Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

**8. Regression Testing**

- 8.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.
- 8.2. In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

**9. Security Review and Testing**

- 9.1. IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.
- 9.2. All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.

Service Component	Defines the set of capabilities that:
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
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

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

- 9.3. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components.
- 9.4. Test procedures shall include 3rd party penetration tests and application vulnerability scanning.
- 9.5. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

**10. Penetration Testing (Non-PCI Environment)**

- 10.1. The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor at least annually, and after every major software release.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT G**  
**MAINTENANCE & SUPPORT SERVICES**

**1. SYSTEM MAINTENANCE**

- 1.1. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract completion date in Form P-37, General Provisions, Block 1.7, Completion Date.
- 1.2. The Contractor shall maintain the System in accordance with the Contract, which includes, but is not limited to:
  - 1.2.1. **Maintenance Releases** - The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
  - 1.2.2. **Standard Agreement** - The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

**2. SUPPORT OBLIGATIONS AND TERM**

- 2.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to the Support and Maintenance Requirements in Exhibit H - Requirements.
- 2.2. Should the Contractor fail to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.2, as well as receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request
- 2.3. Should the Contractor fail to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

**3. CONTRACTOR'S SERVICE LEVEL AGREEMENT**

**3.1. Definition of Services**

- 3.1.1. The Contractor shall render Med-IT® Services in a professional manner, consistent with accepted industry standards. The Contractor shall provide Program Subscriber Services that include:

- 3.1.1.1. Access to and the use of the following Med-IT® services by the Department and its designated users.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 3.1.1.2. Support of the Med-IT® product (Operations and Technical Support) as needed to maintain System functionality as agreed to in the Contract and as modified through other contracted enhancements.
- 3.1.2. The Department owns the rights to all data and may retrieve data from the System using the Med-IT® export functions at any time.
- 3.2. Performance Services (Operations)
  - 3.2.1. The Contractor shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of war, terrorism, nature, federal government actions, delays in transportation, manufacturers' delays in providing parts or products or problem solutions, or any other cause beyond our reasonable control.
- 3.3. System Availability
  - 3.3.1. The Contractor shall maintain all patches, upgrades, and maintenance of firewalls, operating systems, databases, and hardware needed to provide ongoing access to Med-IT® and the agreed upon functionality. Scheduled availability to the Department shall be as follows:
    - 3.3.1.1. 98% during peak operating hours (8AM – 5PM Central Time, Monday – Friday, excluding Federal holidays).
    - 3.3.1.2. 95% for non- peak operating hours.
    - 3.3.1.3. Scheduled Downtimes are excluded from this calculation. Availability will be measured at the firewall inside the host.
    - 3.3.1.4. Scheduled downtimes for maintenance and upgrades will be planned for non- peak operating hours. Routine planned downtimes will be coordinated and announced at least 24 hours in advance.
- 3.4. Incident Response
  - 3.4.1. The Contractor help desk shall track status of all submitted/reported incidents. The Contractor shall respond to problems to meet stated Med-IT® availability, as required. Technical and operational problems shall be detected, diagnosed, and corrected in order to restore service to its installed base state of operation. All technical problems shall be logged, tracked, and reported. Where possible, the Contractor shall provide notification and status updates to keep Ladies First informed appropriately for the plans and level of impact on operational availability.
- 3.5. Data Repository and Recovery
  - 3.5.1. The Contractor shall maintain all data placed within Med-IT® and will not delete data without written direction from the Department.
  - 3.5.2. The Contractor shall maintain a current library of encrypted backup tapes including a daily backup rotated every 30 days, a backup performed the 1st and 15th of each month and maintained for 6 months, and monthly backups for

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

2 years. Recovery will be made to the most recent uncorrupted backup available. Upon need for a recovery, the Contractor shall provide status and estimated time to repair.

3.5.3. The Contractor shall provide a copy of the data in an appropriate format at the end of the contract upon the Department's request.

**3.6. Security**

3.6.1. The Contractor shall provide safeguards to protect Department data and provide stated availability as a hosting and technical support facility, to include:

3.6.1.1. Providing a secure facility for hosting of Med-IT® data

3.6.1.2. Providing encrypted transmission of data

3.6.1.3. Annual Penetration and Vulnerability assessment by an independent third-party

3.6.1.4. Complying with appropriate NIST standards

3.6.1.5. Complying with HIPAA safeguards

**3.7. Technical Support**

**3.7.1. Help Desk Support**

3.7.1.1. The Contractor shall provide Tier 2 Help Desk support during normal business hours (8-5 Central Time, Monday-Friday) and will normally respond to Department requests for technical assistance/support within 4 hours, but no later than 1 business day. Tier 1 support will be provided by the Department. If the Tier 1 contact is unable to complete the support issue, Department administration personnel shall contact the Contractor using the provided phone number or email address.

3.7.1.2. Examples of Tier 2 responsibilities include: verifying Med-IT® status, unlocking Program administrator accounts, restoring data, or verifying a program fault or feature error.

3.7.1.3. All System functional problems shall be logged, tracked, and reported. Where possible, the Contractor shall provide notification and status updates to keep New Hampshire DHHS informed appropriately for the plans to repair functionality.

**3.7.2. Technical Support Requests**

3.7.2.1. A request for services functionality beyond that specifically agreed to in the SOW shall be considered a request for technical support beyond this Plan and shall follow the change order process defined in Part 2 Section 9. Change Orders.

**3.8. Department Duties and Responsibilities**

3.8.1. The Contractor Med-IT® Service requires the Department be responsible for:

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 3.8.1.1. Identifying to the Contractor a program primary and secondary point of contact for coordination, technical support request response, and notifications.
- 3.8.1.2. Identifying a primary Med-IT® System administrator to the Contractor.
- 3.8.1.3. Administering their program within Med-IT®, to include granting access and setting roles for their PHI authorized users.
- 3.8.1.4. Ensuring user training.
- 3.8.1.5. Providing Tier 1 Help Desk support.
- 3.8.2. The Department Tier 1 support should be the first stop for all general support questions, health program issues, and data access problems. Examples of Tier 1 responsibilities include unlocking user accounts, adding user accounts, and answering questions regarding how certain data should be entered or reported. The Department help desk manager decides, based upon the contract requirements, whether they require additional support from the Contractor and make the initial contact with the Contractor's Help Desk.
- 3.8.3. The Department and their designated PHI authorized users are responsible for:
  - 3.8.3.1. Obtaining and maintaining browsers with appropriate encryption capability and providing access to the internet to reach the Med-IT® portal.
  - 3.8.3.2. Ensuring adherence by their users to such laws and policy that apply and constitute the legal use of Med-IT®.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT H**  
**REQUIREMENTS**

**1. Technical Requirements**

- 1.1. Application – Software Requirements shall be as described in Exhibit H-1, Project Requirements, Application Requirements
- 1.2. Testing Requirements shall be as described in Exhibit H-2, Project Requirements, Testing Requirements
- 1.3. Hosting – Cloud Requirements shall be as described in Exhibit H-3, Project Requirements, Hosting – Cloud Requirements.
- 1.4. Support & Maintenance Requirements shall be as described in Exhibit H-4, Project Requirements, Support & Maintenance Requirements,
- 1.5. Project Management Requirements shall be as described in Exhibit H-5, Project Requirements, Project Management Requirements

**2. Business Requirements**

**2.1. Enrollment Requirements**

Requirement	Description
Create New Member	<p>The System must allow BCCP Staff and Contractors to establish a record for any woman who contacts the program, regardless of whether an application is completed.</p> <p>This includes entering limited demographic information and responses to marketing questions (e.g., How did you learn about the program?) from “potential members.”</p> <p>The “membership status” of this person will be determined and updated throughout the enrollment process.</p>
Track Information Requests	<p>The System must allow BCCP Staff and Contractors the ability to track all requests for information about the program by potential members including the date of contact and reason.</p>
Track Application Status	<p>The System must provide a means to track the date an application is sent to a potential member and the date it is returned to facilitate follow-up to potential members who request but do not return an application.</p>
Enter NH BCCP Form Data	<p>The System must provide a means for BCCP Staff and Contractors to enter all data collected as part of the NH BCCP program application and subsequent forms for a</p>

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

	member or potential member into the database.
Verify Member Data	The System must include edits and validations to assure completeness and format of member data required to determine eligibility. This includes assuring all data conforms to standards for MDE reports.
Calculate Member Eligibility	The System must provide a means to determine a potential member's eligibility based on NH specific calculations and for a variability of eligibility levels (e.g., eligible for screening, eligible for assistance with diagnostics, eligible for navigation only, not eligible).
Identify Quitline Eligible Members	The System must provide a means for users to identify BCCP members who qualify Quitline interventions per program rules (have received qualifying screening within appropriate time frame). BCCP will supply the Contractor with a description of qualifications.
Set Coverage Dates	The System must allow BCCP staff to set coverage dates for program eligibility. Typically enrollment period for members is two years from the date enrolled.
Manage Member Data	The System must provide a means for users to update demographic data related to a member.
BCCP Member ID	The System must be able to assign a unique BCCP Member ID to each member at the time they are first enrolled. The format for this ID will be defined by the program.
Member Withdrawal	Authorized users must be able to manually withdraw women from the BCCP Program.
Set Member Status	The System must allow assigning members a specific program enrollment status automatically based upon their current eligibility information. Users with appropriate permissions must also be able to change this status (e.g., pending, under review, enrolled, not eligible, or withdrawn).
Generate Enrollment Notice	The System must provide a means to generate and print notices to be sent to members including enrollment status and appropriate follow-up.
Generate Membership Card	The System must provide a means to generate and print membership cards to be mailed to enrolled members.



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Re-Enrollment Applications	The System must be able to generate monthly lists of members who last applied for the program 24 months previous. This list will generate re-applications.
Correspondence Log	The System must include a means for BCCP staff and contractors to record notes documenting communications with members. These notes must be associated with a specific member record and available to other users with appropriate permission.
Update Notices	The System must allow BCCP staff with appropriate permissions a means to update the content of letter templates generated from the System to reflect changes in the program.
Work with NHEasy Medicaid Web Service	

**2.2. Screening Requirements**

Requirement	Description
Generate Reminder Reports	The System must produce standard reports by member outlining recommended screenings or other actions based on specific algorithms for care and program outreach goals.  These reports must be in a format that can be printed by BCCP staff and Contractors and mailed to members.
Enter Screening Results	The System must provide a means for users to enter screening results data for services that were submitted to the BCCP program on paper.
Track Historical Screening Results	The System must maintain a history of all screening results associated with a member and allow users to view this history.
Identify Outlier Data	The System must provide a means to alert users to records containing screening results outside the expected range per MDE expected values.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Associate Results to Members	The System must provide a means of associating screening and diagnostic cycle results data to a specific member who received the service if this was not properly assigned via import or data entry.
Breast and Cervical Cycle Adherence	The screening cycle of breast and cervical-related procedures must follow prescribed timelines as defined by NBCCEDP guidelines.
Export Diagnosis Report for Cancer Registry	The System must allow users with appropriate permissions to export a list of members who have a diagnosis code indicating cancer per CDC requirements.
Import Diagnosis Report from Cancer Registry	The System must allow users to import data from a .csv file provided by the NH Cancer Registry indicating women with cancer as a diagnosis per CDC requirements. This includes updating the diagnosis information for any BCCP members on the list.

**2.3. Diagnostic Requirements**

Requirement	Description
Case Management Follow-Up List	<p>The System must be able to generate a list of members who should receive follow-up by the case manager. This list must include:</p> <ul style="list-style-type: none"> <li>• abnormal symptoms/results reported on application</li> <li>• service data received that suggests abnormal results</li> <li>• data that suggests payment for services related to abnormal results (e.g., diagnostic CPT codes)</li> </ul> <p>BCCP will supply Contractor with a list of what qualifies as an abnormal result.</p>
Display Current Member Status with Case Management Information	Case managers must be able to assess the current membership status of women whenever accessing their record.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Track Follow-Up Status	<p>The System must allow assigning of a case management status to members receiving follow-up. These include:</p> <ul style="list-style-type: none"> <li>• Tracking – Eligible for case management, but no plan set</li> <li>• Short-term Follow-Up – A follow-up plan established with at least one recommended service not yet complete</li> <li>• Complete/incomplete – Determine whether all data for services comprising the follow-up plan have been received</li> <li>• Diagnosis Breast – Follow-up resulted in a breast cancer diagnosis, no longer member of BCCP</li> <li>• Diagnosis Cervical – Follow-up resulted in a cervical cancer diagnosis, no longer member of BCCP</li> </ul>
Record and Track Follow-Up Recommendations	<p>The System must allow case managers to enter follow-up services recommended for a member. This includes calculating and saving the date by which it is recommended the service be accessed.</p>
Follow-Up Date Automation and Manual Override	<p>Follow-up dates associated with services must be calculated by the System based upon parameters specific to the service, but users must also be able to edit these dates.</p>
Notes on member for Case Manager	<p>A case manager must be able to view, enter, or edit notes associated with a member. These notes must be saved with the date and user who entered them. Users must be able to view and edit existing notes or add new ones.</p>
Follow-up query and report generation	<p>Case managers must be able to run a report indicating all members for whom a service is still recommended and the date by which this service is recommended.</p>
Assign Risk Value	<p>System uses Ladies First algorithm to determine the number of interventions a member needs based on screening values.</p>

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Member Progress Tracking	System must track the progress a member has made in set Lifestyle Intervention goals (example: weight lost, smoking status change,
Community Partner Participation	The System must have the capacity to track and query member participation in community partner programs. Data is entered manually.
Generate New Leaf Letter	The System must allow users to generate letters introducing members to New Leaf and track the date sent.
Generate New Leaf Goal Sheet	The System must allow users to generate Goal Sheets to be sent to New Leaf Members and track the date sent.
Generate New Leaf Reminder Letters	The System must have the means to generate reminder letters to New Leaf participants in support of intervention cycles based upon the program's algorithm for intervention. Intervention cycles are determined by a set risk value algorithm determined by program.
Document Interventions	The System must allow users to document interventions including the date of intervention and type of intervention.
Track New Leaf Intervention Cycles	The System must have the capacity to track multiple intervention cycles for New Leaf participants.
Manage New Leaf Status	The System must allow assigning a member a status with regard to involvement in New Leaf. This includes automatically assigning a status based on the algorithm or a LF staff user updating the status. Status may include: "Eligible", "Active", "Lost to Follow-up", "Declined Intervention"

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**2.4. Financial/Billing Requirements**

Requirement	Description
Enter Billing Data	The System must provide a means for users to enter billing data for bills submitted to the BCCP program on paper. Users must be able to associate this data with the specific member for which the bill was submitted and the service provider.
Import Billing File	The System must provide a means to import billing data provided in an Excel file and associate this to the correct member and service provider.
Export Billing File	The System must provide a means to export billing data in a .csv file to interface with the NHFIRST System.
Associate Payment Requests and Billing Data to Member	The System must provide a means of associating payment requests and billing data to the specific member who received the service if this was not properly assigned via the import or data entry.
Create Searchable List of Unmatched Bills	Bills that are not matched to a member or provider are kept in a separate list that can be viewed by BCCP staff.
View Historical Billing	The System must allow users to view the billing history of providers, and by member.
Match Screening Results to Billing Data	The System must include an automated process that compares bills with no associated screening results.
Manually Match Results to Billing Data	The System must allow users to manually match payment requests to screening and diagnostic results when this is not possible via the automated process.
Identify Unmatched Bill and Result Data	The System must allow users to identify billing and results data that have been entered, but not been matched to a service provider or client. Process would allow BCCP staff to view screenings with no associated bills and bills with no associated screening data.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Maintain Payment History	The System must allow users to record and track payments to providers based upon billing data. This includes calculating payment amounts based upon program-determined rates for specific services.
Calculate Costs	<p>The System must look up the cost of a service based upon the billing data and guidance set by the program. The System must also have the ability to manually change pre-set costs on a record-by-record basis.</p> <p>The System must be able to calculate a match amount based on a 3 federal dollars to 1 state dollar ratio.</p> <p>The System must be able to provide information needed to populate a clinical cost worksheet as defined by the CDC NBCCEDP.</p>

**2.5. Grant Requirements**

Requirement	Description
Access Data	<p>The System must provide a means for program staff to access all data in a format that may be queried. This includes both manually entered and System entered data within the System.</p> <p>This access may be via a data warehouse, data views or other appropriate means. This access is in addition to standardized reports or queries generated from within the application.</p>
Breast & Cervical MDE Report	The System must incorporate a function allowing users to produce the MDE report for Breast & Cervical screenings per CDC guidelines.
MDE Validation	The System must be able to validate MDE reports for the NBCCEDP grant.
Standard Reports	The System must provide the ability to generate and view a set of predefined reports including reports to support member outreach, statistical reports and reports related to System use for program management.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

<b>Business Office Reports</b>	The System must be able to create reports of billing activities including, but not limited to match amounts, clinical cost worksheets, money spent from each grant, and other summaries of billing data as needed by either the BCCP program or the Business Office.
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**2.6. Grant Reporting Requirements**

<b>Requirement</b>	<b>Description</b>
Track Events	The System must provide a means for tracking the date, time, and user for key events within the System. This includes changes in status associated with enrollment. It also includes all actions associated with outreach (i.e. communication log, reports or notices generated). This may include additional events defined by the program.
Manage Notices	The System must allow program administrators to update the template of all letters and notices generated by the System.
Manage Providers	The System must provide the ability for program staff to maintain and update data regarding providers contracted to provide screening, including contact information and services provided. This information must be available for data entry throughout the System.
User-Defined Fields	The BCCP Data manager must be able to add or modify fields within the System. This includes some fields that will be defined prior to implementation, but also the ability to add new fields when needed.
Manage Field Values	The BCCP Data Manager must be able to manage the acceptable values users may enter for fields within the application.
Associate Provider	The System must facilitate associating a provider to screening results and payment requests.
Assign Permissions	The System administrator must be able to add users and edit user permission levels for System access.
Duplicate Process	The System must be able to identify and list potential duplicate member, screening, and billing records within the System. The System must be able to

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

	generate a list of these duplicates to BCCP staff.
User-Defined Reports	The System must have the capacity to be queried by Data Manager and saved for future use. These queries should be SQL-based.
Interim and Annual Progress Reporting for CDC grants	The System must have the capacity to generate interim and annual progress reports in CDC defined performance measures. All users must be able to generate these reports.
Data Retention	All membership records including billing, enrollment, outreach, case management and screening results must be maintained in the System and never deleted.
Delete Information Requests	BCCP Program staff must have the ability to delete data related to requests for information by potential members, provided that an application for membership has not been received.

**2.7. Usability Requirements**

Requirement	Description
Data Entry Usability	Data entry process and interface should be user-friendly and intuitive. Users must be able to search member records and access the major functions that support the business process without performing complex queries.

**2.8. Performance Requirements**

Requirement	Description
System Back-Up/Restoration	All data must be backed up at least daily via a regularly scheduled process. Backups must be stored separately from the primary database and restoration of data must be possible for a time period of at least 2 years.
System Availability	The System must be available for use by multiple users without interruption during normal business hours.



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**2.9. Security Requirements**

Requirement	Description
Role-based Users	The System must employ role-based access to functional areas based on user security level (i.e. program staff, program managers).

**2.10. Compliance Requirements**

Requirement	Description
HIPAA	The System must assure that any storage and/or transfer of member data is done in compliance with HIPAA.
NIST	The System must assure that the hosting facility meets the NIST 800-53 Rev 3 requirements.

**2.11. Import of Legacy Data**

- 2.11.1. Existing BCCP data must be transferred into the new System from the existing CaST database. Completion of this task includes:
- 2.11.1.1. Documenting BCCP requirements of essential data that must be retrieved from the legacy system and any rules and specifications for transfer into the new integrated database.
  - 2.11.1.2. Performing the transfer of data.
  - 2.11.1.3. Performing Quality Assurance testing following the data transfer.

**2.12. Ongoing Support and Maintenance of System**

Requirement	Description
Defect Resolution	The contractor must provide timely response to any defects identified within the production System.
NBCCEDP Compliance	The contractor must maintain the System to be compliant with the current NBCCEDP data requirements defined by CDC. This includes making updates within the timeframes required to meet CDC implementation deadlines.
Documentation	The contractor must maintain documentation of NH specific requirements, design, development and System configuration and this must be available to the BCCP.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

User Acceptance Testing	All new features or changes to the System impacting the functions used by BCCP staff must be tested and accepted prior to release into the production environment.
Change Control Process	The System must be controlled using a defined change control process that includes tracking and reporting enhancement requests and defects, testing and approval of any new features by BCCP prior to implementation.

**2.13. Contractor Helpdesk Support and Training**

Requirement	Description
Helpdesk Support	Support must be available Monday through Friday from 8:00 am to 5:00 pm. Two tiers of support should be provided including back-up support for end-users who would call the state administrator for help, but may have difficulty accessing them. The second tier of support is for system administrators for technical assistance and support within 4 hours of a request this can relate to unlocking accounts, restoring data, or verifying feature errors.
Initial Training	Training for BCCP staff on administrative function of the ISSHS as well as trainer training that includes observation of an instructor conducting an actual training with end-users. Access to the training system must be available upon initiation of a contract.
Provide Training in Staging Environment	Initial training and ongoing training must be provided on an alternative staging system to ensure HIPAA-protected data are not shared and data corruption do not occur.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INTEGRATED SOFTWARE SYSTEM FOR THE  
BREAST AND CERVICAL CANCER SCREENING PROGRAM  
CONTRACT 2016-078  
EXHIBIT H-2

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or orhter trade secret regulation.	M	Yes	Standard	Export Data Tables to CSV
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	
A1.4	Compatibility with all browsers and mobile devises.	M	Yes	Standard	
A2.1	Verify the <b>identity</b> or <b>authenticate</b> 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 <b>identity</b> and <b>authenticate</b> 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 user names.	M	Yes	Standard	
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	8 character, 1 number, 1 symbol
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide <i>User Account and Password Policy</i> .	M	Yes	Standard	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	Yes	Standard	
A2.8	Provide the ability to limit the number of people that can grant or change authorizations		Yes	Standard	

Contractor Initials: *JDM*  
Date: *4/28/16*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INTEGRATED SOFTWARE SYSTEM FOR THE  
BREAST AND CERVICAL CANCER SCREENING PROGRAM  
CONTRACT 2016-078  
EXHIBIT H-2

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A2.9	Establish ability to enforce session timeouts during periods of inactivity.		Yes	Standard	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	
A2.13	All logs must be kept for a minimum of 1 year.	M	Yes	Standard	
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	
A2.16	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	
A2.17	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	
A2.18	Utilize change management documentation and procedures	M	Yes	Standard	
A2.19	exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	
A3.1	The application shall have the ability to track women with normal examinations, which shall include generating reminders for the next appropriate screening time.	M	Yes	Standard	
A3.2	The application shall have the ability to track women who have abnormal breast or cervical screening examinations to help ensure appropriate diagnostic and treatment follow up.	M	Yes	Standard	
A3.3	The application shall have the ability to track billing for any clinical procedures provided to women.	M	Yes	Standard	
A3.4	The application shall have the ability to generate a program mailing list to remind clients when they are due for screenings.	M	Yes	Standard	

Contractor Initials: *JSM*  
Date: *4/28/16*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INTEGRATED SOFTWARE SYSTEM FOR THE  
BREAST AND CERVICAL CANCER SCREENING PROGRAM  
CONTRACT 2016-078  
EXHIBIT H-2

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
A4.1	The application shall ensure user roles and access include that only BCCP can download the raw data from the software server, which shall be exported as an Excel file.	M	Yes	Standard	
A4.2	The application shall have the ability to perform the following edit checks: 1) embedded edit checks within the data entry System and 2) Edit checks for duplicate clients.	M	Yes	Standard	
A4.3	The application shall meet all CDC data reporting requirements, in accordance with CDC standards, including exporting the MDE data file, and it is updated periodically (free of charge) to accommodate changes in all CDC requirements.	M	Yes	Standard	
A4.4	The application shall ensure reports include, but are not limited to: frequency reports, MDE error report, management report, standard audit reports, graphs, data quality indicator guide (DQIG), DQIG frequencies and DQIG core program performance indicators.	M	Yes	Standard	
A4.5	The application shall have the ability to export data to a flat file and import data into other software products such as SaS and Microsoft Excel.	M	Yes	Standard	
A4.6	The application shall have the ability to have data entered at local sites via secure web interface and include system reports and query capabilities.	M	Yes	Standard	
A4.7	The application shall have the ability to interface with NHFIRST for payment of claims.	M	Yes	Standard	

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Date: *7/28/16*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INTEGRATED SOFTWARE SYSTEM FOR THE  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-2

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

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
INTEGRATED SOFTWARE SYSTEM FOR THE  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-2

T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <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	
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	
T1.14	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	
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	
<b>STANDARD TESTING</b>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-3

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 System.	M	Yes	Standard	
H1.4	At a minimum, the System should support this client configuration; 13.4GB RAM, Windows 7, IE9 but capable of running IE11 and Edge and Minimum of MS 2010 if there is any office integration	M	Yes	Standard	
H1.5	Vendor shall provide a secure Tier 3 or greater Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M	Yes	Standard	
H1.12	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	
H1.13	Vendor must monitor the application and all servers.	M	Yes	Standard	
H1.14	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	
H1.15	The monthly patching is the minimum and patching for high vulnerabilities should be done immediately after release.	M	Yes	Standard	
H1.16	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	
H1.17	Vendor shall manage the sharing of data resources.	M	Yes	Standard	
H1.18	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	
H1.19	The Vendor shall monitor physical hardware.	M	Yes	Standard	
H1.20	The Vendor shall report any breach in security in conformance with State of NH 359-C:20. Any person engaged in trade or commerce that is subject to RSA 358-A:3, shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-3

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Standard	
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 outlined in the RFP.	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	
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, host 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	All data must be encrypted in transit and at rest.	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	
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	

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Date: *4/28/16*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-3**

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
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	
<b>HOSTING SECURITY</b>					
H4.1	The Vendor shall employ security measures to 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	Yes	Standard	
H4.5	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	
H4.6	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	
H4.7	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	
H4.8	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	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
EXHIBIT H-3

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
H4.9	Logging shall go to centralized logs server for security reasons. Logs should include System, Application, Web and Database logs.	M	Yes	Standard	
H4.10	The operating system and the data base shall be built and hardened wherever possible to guidelines set forth by: CIS (Center Internet Security), NIST, or NSA (please specify whose guidelines are followed in the comments field)	M	Yes	Standard	
H4.11	The Vendor must provide reports to the Project Manager on a quarterly basis to validate that redundancy is in fact in place and backup/restores are functioning.	M	Yes	Standard	
<b>SERVICE LEVEL AGREEMENT</b>					
H5.5	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	
H5.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
H5.7	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	
H5.9	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	
H5.12	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 thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	
H5.13	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	Yes	Standard	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
Exhibit H-4

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 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 below or as agreed to by the parties: <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.</li> <li>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.</li> <li>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	
S1.6	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	
S1.9	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, 8) Issue identified by;	P	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.	P	Yes	Standard	

Contractor Initials: *J. M.*  
Date: *4/28/16*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
Exhibit H-4

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
S1.11	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: 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; or as agreed between the parties	M	Yes	Standard	
S1.12	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	
S1.13	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	
S1.14	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: All change requests implemented; 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	
S1.15	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	
S1.16	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	
S1.17	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	
S1.18	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	
S1.19	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 thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	
S1.20	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files if applicable.	M	Yes	Standard	

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
BREAST AND CERVICAL CANCER SCREENING SYSTEM  
CONTRACT 2016-078  
Exhibit H-5

<b>PROJECT MANAGEMENT</b>					
<b>State Requirements</b>			<b>Vendor</b>		
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	
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	
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	Yes	Standard	
P1.4	Vendor shall provide detailed <i>bi-weekly</i> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M	Yes	Standard	

Contractor Initials:     *Jad M*      
Date:     4/28/16

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT I**  
**WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within ten (10) days of the contract effective date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

**1 ASSUMPTIONS**

**1.1 General**

- 1.1.4 The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- 1.1.5 All State tasks must be performed in accordance with the revised Work Plan.
- 1.1.6 All key decisions shall be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- 1.1.7 Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- 1.1.8 The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

**1.2 Project Management**

- 1.2.4 The State shall approve the Project Management Methodology used for the Project.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

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

**1.3 Conversions**

- 1.3.4 The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor technical team, a subset of the conversions. The Contractor Team shall lead the State with the mapping of the legacy Data to the Contractor applications.
- 1.3.5 The Contractor Team shall:
  - 1.3.5.1 Provide the State with the Contractor application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor Team shall identify the APIs the State should use in the design and development of the conversion.
  - 1.3.5.2 Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  - 1.3.5.3 Lead the review of functional and technical Specifications.
  - 1.3.5.4 Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

**1.4 Project Schedule**

- 1.4.4 Deployment is planned to begin on April 1, 2016 with a planned go-live date of June 1, 2016.

**1.5 Reporting**



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

1.5.4 The Contractor shall conduct <weekly / every two weeks> status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

**1.6 User Training**

1.6.4 The Contractor Team shall lead the development of the end-user training plan.

1.6.5 A train the trainer approach shall be used for the delivery of end-user training.

1.6.6 The State is responsible for the delivery of end-user training.

1.6.7 The State shall schedule and track attendance on all end-user training classes.

**1.7 Performance and Security Testing**

1.7.4 The Contractor Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

1.7.5 The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – Testing Services.

**2 ROLES AND RESPONSIBILITIES**

**2.1 Contractor Team Roles and Responsibilities**

**2.1.4 The Contractor Team Project Executive**

2.1.4.1 The Contractor Team's Project Executives (the Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle.

2.1.4.2 The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State.

2.1.4.3 The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

**2.1.5 Contractor Team Project Manager**

2.1.5.1 The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 2.1.5.2 The Contractor Team Project Manager will have the following responsibilities:
- 2.1.5.2.1 Maintain communications with the State's Project Manager.
  - 2.1.5.2.2 Work with the State in planning and conducting a kick-off meeting.
  - 2.1.5.2.3 Create and maintain the Work Plan.
  - 2.1.5.2.4 Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements.
  - 2.1.5.2.5 Define roles and responsibilities of all the Contractor Team members.
  - 2.1.5.2.6 Provide weekly and monthly update progress reports to the State Project Manager.
  - 2.1.5.2.7 Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available.
  - 2.1.5.2.8 Review task progress for time, quality, and accuracy in order to achieve progress.
  - 2.1.5.2.9 Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope.
  - 2.1.5.2.10 Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan.
  - 2.1.5.2.11 Inform the State Project Manager and staff of any urgent issues if and when they arise.
  - 2.1.5.2.12 Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
  - 2.1.5.2.13 Manage handoff to the Contractor operational staff.
  - 2.1.5.2.14 Manage Transition Services as needed.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

2.1.6 Contractor Team Analysis

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

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

2.1.7 Contractor Team Tasks

2.1.7.1 The Contractor team shall assume the following tasks:

- 2.1.7.1.1 Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality.
- 2.1.7.1.2 Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications.
- 2.1.7.1.3 Development and Documentation of installation procedures.
- 2.1.7.1.4 Unit testing of conversions and interfaces developed.
- 2.1.7.1.5 System Integration Testing.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**2.2 State Roles and Responsibilities**

**2.2.4 State Project Manager**

2.2.4.1 The State Project Manager shall work side-by-side with the Contractor Project Manager.

2.2.4.2 The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis.

2.2.4.3 The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

2.2.4.3.1 Plan and conduct a kick-off meeting with assistance from the Contractor team.

2.2.4.3.2 Assist the Contractor Project Manager in the development of a detailed Work Plan.

2.2.4.3.3 Identify and secure the State Project Team members in accordance with the Work Plan.

2.2.4.3.4 Define roles and responsibilities of all State Project Team members assigned to the Project.

2.2.4.3.5 Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks.

2.2.4.3.6 Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level.

2.2.4.3.7 Inform the Contractor Project Manager of any urgent issues if and when they arise.

2.2.4.3.8 Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.

2.2.4.3.9 Manage handoff to State operational staff.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

2.2.4.3.10 Manage State staff during Transition Services as needed.

**2.2.5 State Subject Matter Expert(s) (SME)**

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

2.2.5.1.1 Be the key user and contact for their Agency or Department.

2.2.5.1.2 Attend Project Team training and acquire in-depth functional knowledge of the relevant applications.

2.2.5.1.3 Assist in validating and documenting user requirements, as needed.

2.2.5.1.4 Assist in mapping business requirements.

2.2.5.1.5 Assist in constructing test scripts and data.

2.2.5.1.6 Assist in System Integration, and Acceptance Testing.

2.2.5.1.7 Assist in performing conversion and integration testing and Data verification.

2.2.5.1.8 Attend Project meetings when requested.

2.2.5.1.9 Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

**2.2.6 State Technical Lead and Architect**

2.2.6.1 The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

2.2.6.1.1 Attend technical training as necessary to support the Project.

2.2.6.1.2 Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan.

2.2.6.1.3 Manage the day-to-day activities of the State's technical resources assigned to the Project.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- 2.2.6.1.4 Work with State IT management to obtain State technical resources in accordance with the Work Plan.
- 2.2.6.1.5 Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a the Contractor Deliverable and it shall be expected that the Contractor shall lead the overall effort with support and assistance from the State.
- 2.2.6.1.6 Represent the technical efforts of the State at Weekly Project meetings.

**2.2.7 State Testing Administrator**

- 2.2.7.1 The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:
  - 2.2.7.1.1 Coordinating the development of system, integration, performance, and Acceptance Test plans.
  - 2.2.7.1.2 Coordinating system, integration, performance, and Acceptance Tests.
  - 2.2.7.1.3 Chairing test review meetings.
  - 2.2.7.1.4 Coordinating the State's team and external third parties involvement in testing.
  - 2.2.7.1.5 Ensuring that proposed process changes are considered by process owners.
  - 2.2.7.1.6 Establish priorities of Deficiencies requiring resolution.
  - 2.2.7.1.7 Tracking Deficiencies through resolution.

**3 SOFTWARE APPLICATION**

The Contractor shall provide access to the following software applications:

Name of Software	Version
Oxbow Med-IT	Current

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**4 CONVERSIONS**

**Table 4.1: Planned Conversions**

<b>Conversion</b>	<b>Description</b>
<b>Legacy BCCP Data</b>	BCCP has over 100,000 screening cycle records for conversion and upload to the Med-IT system.

**4.1 Conversion Testing Responsibilities**

4.1.4 The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: Testing Services shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.

4.1.4.1 The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.

4.1.4.2 The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.

4.1.4.3 The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.

4.1.4.4 The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

4.1.4.5 The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

**5 INTERFACES**

**Table 5.1: In-Scope Interfaces**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

Interface	Components, if applicable	Responsible Party	Description
NH First ERP System	Infor (Lawson)	Oxbow	The Med-IT system shall interface with the NH First system for the payment of claims



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**5.1 Interface Responsibilities**

- 5.1.4 The Contractor Team shall provide the State the Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- 5.1.5 The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- 5.1.6 The Contractor Team shall lead the review of functional and technical interface Specifications.
- 5.1.7 The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- 5.1.8 The Contractor Team shall document the functional and technical Specifications for the interfaces.
- 5.1.9 The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.
- 5.1.10 The Contractor Team shall develop and Unit Test the interface.
- 5.1.11 The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- 5.1.12 The State shall be responsible for documenting the procedures required to run the interfaces in production.
- 5.1.13 The State shall document the technical changes needed to legacy systems to accommodate the interface.
- 5.1.14 The State shall develop and test all legacy application changes needed to accommodate the interface.
- 5.1.15 The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- 5.1.16 The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- 5.1.17 The State is responsible for the scheduling of interface operation in production.

**6 APPLICATION MODIFICATIONS**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**Table 6.1: Modifications – Contractor Developed**

Requirement	Components, if applicable	Enhancement Description
	N/A	N/A

**7 PRELIMINARY WORK PLAN**

**Table 7.1: High Level Preliminary NH Project Plan**

Task Name	Duration	Start	Finish
Requirement Analysis	2 days	5/2/16	5/3/16
Establish NH Development Environment	1 day	5/4/16	5/4/16
Enhancement (Fiscal Interface File)	13 days	5/5/16	5/23/16
Data Conversion	30 days	5/4/16	6/14/16
Acceptance Testing	5 days	6/20/16	6/24/16
Training	5 days	6/27/16	7/1/16
Go Live Process	5 days	7/4/16	7/8/16

This plan is intended to provide relative numbers of work days needed to complete the major steps. It is based on a start date of 5/2/2016. Actual work plan dates and schedules will be determined at contract award and will need to be modified to include existing obligations for the Department of Health & Human Services and OxBow.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT J**  
**SOFTWARE AGREEMENT**  
**OxBow DMS, LLC. Med-IT®**  
**Service Level Agreement (SLA)**

*This service level plan defines the service at the level of functional content and operational results. It does not describe specific technical tools which are used, or imply the use of a particular technology, unless otherwise specifically stated. This service description is neutral with respect to the technical implementation of the service and the determination of marginal technical details. The service description pertains to the flow of work, the roles and responsibilities, and the expected results of successful service fulfillment*

*The term 'Customer' used within this document refers to the Med-IT® Subscriber Entity authorized use of the Med-IT® system and to which OxBow DMS, LLC has an active contract.*

**1. Definition of Services**

OxBow will render Med-IT® Services in a professional manner, consistent with accepted industry standards. OxBow will provide Program Subscriber Services that include:

- Access to and the use of the following Med-IT® services by the Customer and its designated users.
- Support of the Med-IT® product (Operations and Technical Support) as needed to maintain system functionality as agreed to in the original SOW and as modified through other contracted enhancements.

**The Customer owns the rights to all data and may retrieve data from the system using the Med-IT® export functions at any time.**

**2. Performance Services (Operations)**

*OxBow shall be excused for delay in the performance of any obligations hereunder when such delay is the result of or attributable to the elements, acts of war, terrorism, nature, federal government actions, delays in transportation, manufacturers' delays in providing parts or products or problem solutions, or any other cause beyond our reasonable control.*

**a. System Availability:**

OxBow will maintain all patches, upgrades, and maintenance of firewalls, operating systems, databases, and hardware needed to provide ongoing access to Med-IT® and the agreed upon functionality. Scheduled availability to the Customer will be as follows:

- 1) 98% during peak operating hours (8AM – 5PM Central Time, Monday – Friday, excluding Federal holidays).
- 2) 95% for non-peak operating hours.
- 3) Scheduled Downtimes are excluded from this calculation. Availability will be measured at the firewall inside the host.
- 4) Scheduled downtimes for maintenance and upgrades will be planned for non-peak operating hours. Routine planned downtimes will be coordinated and announced at least 24 hours in advance.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**b. Incident Response:**

The OxBow help desk will track status of all submitted/reported incidents. OxBow will respond to problems to meet stated Med-IT® availability, as required. Technical and operational problems will be detected, diagnosed, and corrected in order to restore service to its installed base state of operation. All technical problems will be logged, tracked, and reported. Where possible, OxBow will provide notification and status updates to keep Ladies First informed appropriately for the plans and level of impact on operational availability.

**c. Data Repository and Recovery**

OxBow will maintain all data placed within Med-IT® and will not delete data without written direction from the Customer.

OxBow will maintain a current library of encrypted backup tapes including a daily backup rotated every 30 days, a backup performed the 1<sup>st</sup> and 15<sup>th</sup> of each month and maintained for 6 months, and monthly backups for 2 years. Recovery will be made to the most recent uncorrupted backup available. Upon need for a recovery, OxBow will provide status and estimated time to repair.

OxBow will provide a copy of the data in an appropriate format at the end of the contract upon the Customer's request.

**d. Security**

OxBow will provide safeguards to protect Customer data and provide stated availability as a hosting and technical support facility, to include:

- Providing a secure facility for hosting of Med-IT® data
- Providing encrypted transmission of data
- Annual Penetration and Vulnerability assessment by an independent third-party
- Complying with appropriate NIST standards
- Complying with HIPAA safeguards

**3. Technical Support**

**a. Help Desk Support**

OxBow will provide Tier 2 Help Desk support during normal business hours (8-5 Central Time, Monday-Friday) and will normally respond to Customer requests for technical assistance/support within 4 hours, but no later than 1 business day. Tier 1 support will be provided by the Customer. If the Tier 1 contact is unable to complete the support issue, Customer administration personnel will contact OxBow using the provided phone number or email address.

Examples of Tier 2 responsibilities include: verifying Med-IT® status, unlocking Program administrator accounts, restoring data, or verifying a program fault or feature error.

All system functional problems will be logged, tracked, and reported. Where possible, OxBow will provide notification and status updates to keep Ladies First informed appropriately for the plans to repair functionality.

**b. Technical Support Requests**

A request for services functionality beyond that specifically agreed to in the SOW will be considered a request for technical support beyond this Plan.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

OxBow will coordinate appropriate service changes with the Customer. OxBow will provide time/cost estimates for requested implementation. All requested changes will require approval from the Customer prior to work being started. OxBow will bill for actual time to complete requested service modification as work is completed.

**4. Customer Duties and Responsibilities**

**a. OxBow Med-IT® Service requires the Customer be responsible for:**

- Identifying to OxBow a program primary and secondary point of contact for coordination, technical support request response, and notifications.
- Identifying a primary Med-IT® system administrator to OxBow.
- Administering their program within Med-IT®, to include granting access and setting roles for their PHI authorized users.
- Ensuring user training.
- Providing Tier 1 Help Desk support.

The Customer Tier 1 support should be the first stop for all general support questions, health program issues, and data access problems. Examples of Tier 1 responsibilities include unlocking user accounts, adding user accounts, and answering questions regarding how certain data should be entered or reported. The Customer help desk manager decides, based upon the contract requirements, whether they require additional support from OxBow and make the initial contact with OxBow's Help Desk.

**b. The Customer and their designated PHI authorized users are responsible for:**

- Obtaining and maintaining browsers with appropriate encryption capability and providing access to the internet to reach the Med-IT® portal.
- Ensuring adherence by their users to such laws and policy that apply and constitute the legal use of Med-IT®.

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT K**  
**WARRANTY**

**1. WARRANTIES**

**1.1. System**

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

**1.2. Software**

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

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

**1.3. Non-Infringement**

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

**1.4. Viruses; Destructive Programming**

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

**1.5. Compatibility**

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

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

**1.6. Services**

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

**2. WARRANTY PERIOD**

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

**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

**EXHIBIT L**  
**TRAINING SERVICES**

The Contractor shall provide on-site Training Services for two (2) users over the course of three (3) full days. The Contractor shall provide training as shown in the agenda below:

***Med-it<sup>®</sup> System Training***

**Agenda**

**Day 1: General System & Data Entry**

- Morning – General Overview (All users)
  - Med-IT<sup>®</sup> Overview
  - System Navigation
  - General Data Relationships
  - BCC Workflow – Normal Findings
  - WW Workflow (optional)
  - CRC Workflow (optional)
- Afternoon – Abnormal Screening (All users)
  - Pap Guidelines
  - BCC – Abnormal Findings
  - Review Unusual Situations
  - Patient Navigation/Case Management
  - Summary of Services Functions
  - General User Reports

**Day 2: Reports and Billing**

- Morning – Reports and Utilities (Staff users)
  - Administrator
  - Client Management
  - Quality
  - CDC
  - Update Utilities



**STATE OF NEW HAMPSHIRE**  
**Department of Health & Human Services**  
**Integrated Software System for the**  
**Breast & Cervical Cancer Screening Program**  
**SAAS CONTRACT 2016-078**  
**PART 3 – EXHIBITS**

- Afternoon – Billing (Fiscal Management users)
  - Contract and Provider Setup
  - Fund Management
  - Contract Years
  - CPT Codes
  - Business Rules
  - EDI
  - Billing Authorization
  - Billing Reports

Day 3: Administration and Data Management

- Morning – Administration (Program Administrators)
  - Program Management
  - Role Management
  - User Management
  - Lookup Tables
  - Admin Reports
  - Calendar of Activities
- Afternoon – Data Management (Data Manager)
  - Cancer Registry Linkage
  - MDEs
  - MDE Checklist
  - Insurance Referral
  - Ad-hoc Queries
  - Data Dictionary
  - Data Extraction



**SPECIAL PROVISIONS**

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

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 such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders 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 funders, 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;

4/25/16  
JSM



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

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

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

*[Handwritten Signature]*  
4/26/16



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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4/28/16



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF  
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
  - (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
  - (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
19. **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:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. 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
  - 19.3. Monitor the subcontractor's performance on an ongoing basis

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4/26/16



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. 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.

*J. M. [Signature]*  
4/28/10



**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.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to four additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

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4/28/16





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

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

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

Contractor Name: OxBow Data Management Systems, LLC

4/28/16  
Date

J.S. Maassen  
Name: Jennifer S. Maassen  
Title: Managing Partner

Contractor Initials JSM  
Date 4/28/16



**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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Contractor Name: OxBow Data Management Systems, LLC

4/28/16  
Date

Jennifer S. Maassen  
Name: Jennifer S. Maassen  
Title: Managing Partner

JSM  
Date 4/28/16



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

#### PRIMARY COVERED TRANSACTIONS

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


#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: OxBow Data Management Systems, LLC

4/28/16  
Date

  
Name: Jennifer S. Maassen  
Title: Managing Partner

  
4/28/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

*JSM*

Date

*4/28/16*

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: OxBow Data Management Systems, LLC

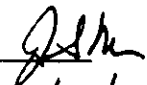
4/28/16  
Date

  
Name: Jennifer S. Maassen  
Title: Managing Partner

Exhibit G

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

Contractor Initials



Date

4/28/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

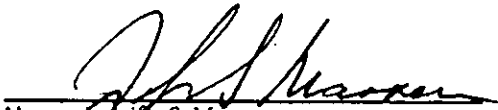
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care,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

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

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

Contractor Name: OxBow Data Management Systems, LLC

4/28/16  
Date

  
Name: Jennifer S. Maassen  
Title: Managing Partner

Contractor Initials JSM  
Date 4/28/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

3/2014

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Date

*JLM*  
4/28/16





Exhibit I

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

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

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



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

3/2014

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Date

*[Handwritten Signature]*  
4/28/16



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor initials

4/28/16

Date

*[Signature]*



Exhibit I

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

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

<p>_____ The State</p> <p><i>Marcella J. Robinsky</i> _____ Signature of Authorized Representative</p> <p><i>Marcella J. Robinsky</i> _____ Name of Authorized Representative</p> <p><i>Acting Director</i> _____ Title of Authorized Representative</p> <p><i>5/11/16</i> _____ Date</p>	<p>_____ OxBow Data Management Systems, LLC</p> <p>_____ Name of the Contractor</p> <p><i>Jennifer S. Maasen</i> _____ Signature of Authorized Representative</p> <p>Jennifer S. Maasen _____ Name of Authorized Representative</p> <p>Managing Partner _____ Title of Authorized Representative</p> <p><i>4/28/16</i> _____ Date</p>
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Contractor Initials *JSM*  
Date *4/28-16*



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

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

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

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

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


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

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

Contractor Name: OxBow Data Management Systems, LLC

4/28/16  
Date

  
Name: Jennifer S. Maassen  
Title: Managing Partner

  
4/28/16



**FORM A**

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

1. The DUNS number for your entity is: 961557522
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

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

*ASM*  
*4/26/16*