



Lori A. Shibinette
Commissioner

Lori A. Weaver
Deputy Commissioner

STATE OF NEW HAMPSHIRE AM11:51 RCVD
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

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

January 4, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a **Sole Source** contract with Maximus US Services, Inc. (VC#175787), Reston, VA, in the amount of \$651,946 for the provision of COVID-19 call center support, with the option to renew for up to nine (9) months, effective upon Governor and Council approval through March 31, 2022. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-095-950010-1919 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES, HHS: OFFICE OF THE COMMISSIONER, COMMISSIONERS OFFICE, COVID19 FEMA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	103-502664	Contracts for Oper Svc	95010690	\$651,946
			Total	\$651,946

EXPLANATION

This contract is **Sole Source** because the Department identified the Contractor as having both the resources and experience to stand up call center functions in a short timeframe given the immediate and urgent need for these services. The Contractor previously supported the Department's ongoing COVID-19 response by providing similar call center services and therefore has the resources and experience to execute on a short timeline to the current demands of New Hampshire residents for information and resource support. The 211 call center is currently receiving a high volume of calls regarding COVID-19, therefore the Department identified the need for additional call center services.

The purpose of this request is for the Contractor to provide call center support to the State's programs implemented in response to the COVID-19 pandemic and to assist 211 with COVID-19 related calls. Per the terms of the contract, the Contractor will provide an operational call center by January 19, 2022. The Contractor will provide up to 25 call-center staff to receive

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

incoming calls and respond to questions concerning COVID-19 testing, vaccinations, therapeutic resources, and other related topics between the hours of 8:00 AM and 7:00 PM, five days per week and weekends as requested by the Department.

The Contractor will answer questions on vaccination appointments, testing locations, monoclonal antibody therapeutics, isolation, quarantine, special events, and general questions regarding COVID-19 using approved scripts, guides, practices, and systems. The Department will pay the Contractor one payment of \$137,321 for costs incurred upon the completion of standing-up call center operations and providing initial training. The Department will pay the Contractor a maximum monthly rate of \$205,850, which equates to \$8,234 per month for each full-time equivalent (FTE) call center employee.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to nine (9) additional months, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

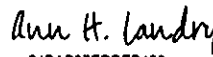
Should the Governor and Council not authorize this request, the Department will be unable to have a mechanism to provide call center functions and to answer critical questions individuals have about COVID-19, which will hinder the ability of 211 to address its contracted services due to COVID call volumes to that service.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #97.036, FAIN 4516DRNHP00000001

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

Respectfully submitted,

DocuSigned by:

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Lori A. Shibinette
Commissioner



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

Denis Goulet
Commissioner

January 5, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Maximus US Services, Inc., of Reston, VA, as described below and referenced as DoIT No. 2022-105.

The purpose of this contract is to provide call center support to the State's programs implemented in response to the COVID-19 pandemic and to assist 211 with COVID-19 related calls. Per the terms of the contract, the Contractor will provide an operational call center by January 19, 2022. The Contractor will provide up to 25 call-center staff to receive incoming calls and respond to questions concerning COVID-19 testing, vaccinations, therapeutic resources, and other related topics between the hours of 8:00 AM and 7:00 PM, five days per week and weekends as requested by the Department.

The funding amount for this contract is \$651,946 and it shall become effective upon the Governor and Executive Council approval through March 31, 2022.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2022-105
RID: N/A
cc: Michael Williams, IT Manager, DoIT


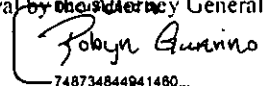
Subject: SS-2021-OCOM-07-CALLC - COVID Call Center Services

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Maximus US Services, Inc.		1.4 Contractor Address 1891 Metro Center Drive Reston, VA 20190	
1.5 Contractor Phone Number (703) 251-8500	1.6 Account Number 1919-502664-95010690	1.7 Completion Date March 31, 2022	1.8 Price Limitation \$651,946
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature  Date: 1-5-22		1.12 Name and Title of Contractor Signatory J. HUNTER FELE LEGAL COUNSEL - SR. MANAGER	
1.13 State Agency Signature DocuSigned by: Lori A. Weaver 4C4A92994125473... Date: 1/6/2022		1.14 Name and Title of State Agency Signatory Lori A. weaver Deputy Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the State Attorney General (Form, Substance and Execution) (if applicable) By:  748734844941480... On: 1/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
SS-2022-OCOM-07-CALLC
CALL CENTER SERVICES
EXHIBIT A
REVISIONS TO GENERAL PROVISIONS AND SPECIAL PROVISIONS**

1. REVISIONS TO FORM P-37, GENERAL PROVISIONS

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to appropriate State approval this Agreement, and all obligations of the parties hereunder, shall become effective on January 12, 2022.

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

3.3. The parties shall have the option to extend the term of this contract up to nine (9) months under the terms and conditions contained in the Agreement and subject to appropriate State approval.

1.3. Paragraph 8 Event of Defaults/Remedies is amended by adding subparagraphs 8.4 and 8.5 as follows:

8.4 Except for Contractor's liability for any data security breaches, as referenced in Exhibit D, DHHS Information Security Requirements (Section IV, Procedures for Security, Paragraph 11), and for Contractor's indemnification obligations set forth in Paragraph 13 of the General Provisions, in no event shall the Contractor be liable to the State, whether a claim be in tort, contract or otherwise, for any amount in excess of two times the total contract price limitation, pursuant to this Agreement except to the extent the damages were caused primarily by the Contractor relating to the Services. In no event shall the Parties be liable for any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Agreement (including, without limitation, loss of profit, data, revenue, goodwill, or similar damages) even if advised of the possibility of such damages. This paragraph shall survive termination of this Agreement.

8.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid, but in no event shall it exceed the contract price limitation pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. This paragraph shall survive termination of this Agreement.

1.4 Paragraph 10, Data/A Data/Access/Confidentiality/Preservation, is amended by adding subparagraph 10.4 as follows:

10.4. Contractor shall refer to Exhibit D, DHHS Information Security Requirements, for additional terms and conditions data regarding confidentiality, including the point-of-contact and the process for notifying the State.

1.5 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

The Contractor shall be solely responsible for meeting all requirements, terms, and conditions specified in this Contract, regardless of whether subcontractor is used. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed

Call Center Services

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Date: 1-5-22

pg. 1

**STATE OF NEW HAMPSHIRE
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CALL CENTER SERVICES
EXHIBIT A
REVISIONS TO GENERAL PROVISIONS AND SPECIAL PROVISIONS**

if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. The Contractor shall ensure all subcontractors have read, understand, and agree to the terms of the Business Associate Agreement.

1.6 Paragraph 13, Indemnification, is amended as follows:

13. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other third party claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

1.7 Paragraph 25, Force Majeure, is added as follows:

25.1 Notwithstanding the COVID-19 Acknowledgments and Contingencies applicable to this Agreement, neither 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.

25.2 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.

2. SPECIAL PROVISIONS

Debarment and Suspension

Contractor certifies that the primary participant, and its principals, to the best of its knowledge and belief, are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or State agency. Contractor will inform NH Department of Health and Human Services of any changes in the status regarding this statement.

Clean Air Act and the Federal Water Pollution Control Act (if applicable)

For contracts in excess of \$150,000, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Byrd Anti-Lobbying Amendment (if applicable)

For contracts in excess of \$100,000, the Contractor certifies it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of

Call Center Services

Initial all pages: MAXIMUS's initials HF

Date: 1-5-22

STATE OF NEW HAMPSHIRE
SS-2022-OCOM-07-CALLC
CALL CENTER SERVICES
EXHIBIT A
REVISIONS TO GENERAL PROVISIONS AND SPECIAL PROVISIONS

any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award/contract.

COVID-19 Acknowledgments and Contingencies

- A. The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak.
- B. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, State or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in this Contract, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Contract. Subject to the provisions of this Section, the parties agree to work with each other in good faith to respond to any such disruption, delay, or other impact on the services to be delivered under the Agreement which may result from any federal, State or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, with a goal of fulfilling the terms of the Agreement to the greatest extent possible in light of such developments.
- C. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.
- D. If the Contractor experiences or anticipates any such COVID-19-related impacts to this Contract, the Contractor shall immediately notify the State. In the event of any COVID-19-related impact or anticipated impact to this Contract, the State shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to, the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Contract. By exercising any of the rights described within this subsection, the State does not waive any of its rights under this Contract.
- E. In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Contract, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Contract:
 - 1) The services required to be performed under the terms of this Agreement as written;

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- 2) The services actually performed; and
- 3) Any replacement or substituted services performed with reference to the associated unperformed.

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EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below.

1. STATEMENT OF WORK

The Contractor shall provide call center support to the vaccination, testing, and related State programs implemented in response to the COVID-19 pandemic (herein known as the "Project"). The work shall be performed for the New Hampshire Department of Health and Human Services (herein known as "DHHS" or "Department") and shall include the following:

1.1. The Contractor will provide as part of the implementation:

- 1.1.1. A Project Work Plan.
- 1.1.2. Implementation of a turnkey COVID-19 information call center for Customer Service Representatives (CSRs) to assist callers using the Maximus telephony platform.
- 1.1.3. Highly scalable CSR staffing volumes, starting with 25 full-time equivalent (FTE) CSRs.
- 1.1.4. Knowledge management, training, coaching and scripts to support CSRs.
- 1.1.5. Data entry of call information into the State's web-based Emergency Operations Center (EOC) system.
- 1.1.6. Setup and configuration of an interactive voice response (IVR) service to route calls of different types to appropriate CSRs for resolution.
- 1.1.7. Features and functionality that provide skills-based routing, analytics, and reporting. It is understood features and functionality involving Protected Health Information (PHI) will be HIPAA compliant and Personally Identifiable Information (PII) will be encrypted at rest and in transmission.
- 1.1.8. A telephony and technical infrastructure to support up to 25 CSRs Contractor agents on the phone.
- 1.1.9. A project governance infrastructure including status reporting, system reports, productivity reports, operations reports, and other project resources needed to support activities under this Contract.
- 1.1.10. A Project Director and an Operations Manager.
- 1.1.11. A Training Plan which shall include activities and content development sufficient to support call resolution and issue escalation, including reviewing and finalizing call scripts, FAQ scripts, orientation and practice calls.
- 1.1.12. Licenses required to support this contract.
- 1.1.13. Sufficient resources to interact with the State to achieve the stated timeframes for call center implementation and operation(s).
- 1.1.14. Signed attestation from the Contractor that all Contractor and sub-contractor workforce accessing State or Department data, working directly with NH citizens or have access to New Hampshire State or Department systems or network have received HIPAA, Privacy,

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Information Security, and Cybersecurity training prior to engaging in this Agreement work.

- 1.2. The Contractor shall stand up the call center, utilizing its work-from-home model, and will work with the State to facilitate the connection to the State or Department systems and NH State network via secure encrypted connection, such as VPN. It is understood the Contractor will provide its workforce with appropriate equipment to support this Agreement in compliance with Exhibit D – Information Security Requirements.
- 1.3. The Contractor agrees to work with the Department to complete a Privacy Impact Assessment (PIA) as directed by the Department
- 1.4. The Contractors phone system shall provide for relay service as necessary to facilitate communication.
- 1.5. Staffing:
 - 1.4.1 Staffing levels may be amended pursuant to written approval by the State in response to changes in volume of work that impact the Contractor's ability to meet performance standards.
 - 1.4.2 The Contractor and the State shall evaluate staff productivity, average call length, and forecasted work volume in determining amendments to staffing levels. Any position supporting amended staff levels pursuant to written approval of the State shall be reimbursed in a manner that is consistent with policies for current staff holding the same or similar positions.
 - 1.4.3 The parties shall mutually agree in writing to any changes to staffing levels. The State shall provide the Contractor a minimum of twenty (20) calendar days' notice for any requested increase in staffing levels, and a minimum of ten (10) calendar days' notice for a requested decrease in staffing levels.
 - 1.4.4 On short notice, Contractor agrees to ramp up or down to meet forecasted needs, including meeting needs for temporary changes in staffing levels, such as for accommodating call surges for two weeks due to a surge in Covid-19 cases or special events such as vaccination or testing clinics.

2. INFORMATION SECURITY AND COMPLIANCE REQUIREMENTS

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit D-DHHS Information Security Requirements, Exhibit E-DHHS Business Use and Confidentiality Agreement, and Exhibit F-DHHS Business Associates Agreement, which are attached hereto and incorporated by reference herein.

3. IMPLEMENTATION SERVICES

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3.1. The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

3.1.1. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

3.1.2. The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

4. PROJECT MANAGEMENT

4.1. The Contractor shall provide all appropriate resources and personnel to manage this Project to completion, including, but not limited to:

4.1.1. Providing project tracking tools and templates to record and manage issues, risks, requirements, and other documents used in the management and tracking of the project.

4.1.2. Providing communication and reporting to the Department.

4.1.3. Ensuring Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Agreement.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State, personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract.

4.2. Contractor's Key Project Staff

4.2.1. Contractor's Contract Manager

The Contractor shall assign a Contract Manager who will be responsible for all Agreement authorization and administration, including but not limited to processing Agreement documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Agreement administrative activities. Contractor's Contract Manager is:

Patricia Monaghan
Mobile: 781.249.7526
patriciamonaghan@maximus.com

4.2.2. Contractor's Project Manager/Director

Contractor shall assign a Project Director (also known as "Project Manager") who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Wayne Day
Mobile: 978.400.1757
waveday@maximus.com

The Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not

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performing to the State's satisfaction. The Project Manager must be an employee of the Contractor, allocated to this project. The Project Manager should possess extensive experience in the following areas: customer service/relations, and staff management.

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within One (1) hour of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

The Contractor's Project Manager's duties shall include the following:

- a. Primary point-of-contact (POC) for the project with the State
- b. Provides oversight for all implementation and start-up service delivery activities and tasks, including support, recruitment, and hiring of new staff needed for this effort
- c. Ensures all CSR's employed meet the terms and conditions of this contract, exhibit strong communication skills, interpersonal skills, and aptitude for understanding complex issues.
- d. Provides direction to the team, including communication with State, training, risk management, and reporting

4.2.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

4.2.4. Contractor's Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Adam Cole
Operations Manager
Mobile (904) 557-6189
AdamCole@maximus.com

The Contractor's Operations Manager's duties shall include the following:

- a. Responsible for all activities related to contract administration
- b. Manages day-to-day activities for the project, including management of staff and scheduling
- c. Provides day-to-day support to the State for project deliverables, such as resource coordination, operational-level issue resolution, reporting, and issue escalations
- d. Oversees project staff and delegation of CSR responsibilities
- e. Participates in meetings as requested by the State

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The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

4.2.5. Background Checks

4.2.5.1. The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement 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 one (1) year is an authorized penalty. The Contractor shall promote and maintain awareness of the importance of securing the State's information among the Contractor's employees and agents.

4.2.5.2. Per State policy background checks must be completed prior to the Contractor's staff accessing or viewing Confidential Data or having direct contact with NH citizens in relationship to this contract.

4.2.6. Termination for Lack of Project Management and Key Project Staff

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

4.3. State Key Project Staff

4.3.1. The DHHS Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Agreement administration and invoice sign-off. The State Contract Manager is:

Stephanie Locke
603 271-9451
STEPHANIE.LOCKE@DHHS.NH.GOV

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Deliverables;
- e. Review and approval of Change Orders;
- f. Managing stakeholders' concerns;
- e. Primary point-of-contact (POC) for the project with the DHHS;

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5. WORK PLAN

5.1. The Contractor's Project Manager and the State Project Manager shall adhere to the below Work Plan:

Activity	Date Due
Kick off meeting • Determine schedule of regular daily and weekly touchpoints • Review of recommended status reporting • Review of system/productivity reports • Solidify project resources, contact information including cell and email	January 12, 2022
Commence recruiting • Leadership finalizes alignment of staff to roles • Commence planning for training • Confirm schedule for call transfer/forwarding to Maximus	January 12, 2022
Training and Content Development • Review and finalize call scripts • Review and finalize FAQ scripts	January 12, 2022
Initiate orientation and training of re-assigned resources (assumed at 4 hours) • First trained resources begin taking practice calls • Evaluation and Modification to content/training	January 13, 2022
DHHS transfers calls to MAXIMUS after business hours • Confirm transfer via after-hours testing	January 18, 2022
Operational go-live date	January 19, 2022

5.2. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, major milestones, and task dependencies required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

5.3. The Contractor shall provide a written Certification that a non-software, written deliverable, including but not limited to, the training plan, is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the task to determine whether it meets the requirements outlined in this Agreement. The State will notify the Contractor in writing of its acceptance or rejection of the task, or its partial or conditional

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acceptance of the tasks, within two (2) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than two (2) days, then the State shall be entitled to an extension of up to an additional (10) business days. If the State rejects the task or any portion of the task, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional acceptance, and the Contractor shall correct the Deficiency or resolve the condition to acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the task or resolution of condition is identified, the Contractor shall correct the deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected task, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its acceptance, acceptance in part, conditional acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the task and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

6. TRAINING

- 6.1. If needed, DHHS will train Contractor call-center staff in the State's immunization scheduling application, Vaccine & Immunization Network Interface (VINI). DHHS will initially train Contractor call-center staff on use of VINI; support of Customers attempting to use VINI and on criteria and processes for transferring calls to State for further action.
- 6.2. The Contractor will coordinate with DHHS training resources and establish a training advisory team to facilitate training activities between Contractor and State. Training materials will not include live data, or actual DHHS confidential data.
- 6.3. The Contractor shall commence training on or about January 13, 2022, for up to 25 agents on the phone. In the event the State requests more than 25 agents on the phone, Contractor and the State will mutually agree on the new scope to support the extended agent request. Contractor will continue iterative training to maintain requested number of agents as attrition and/or termination actions occur.
- 6.4. The Contractor is responsible to provide HIPAA, privacy, information security, and other training relevant to support the operation. The Contractor shall ensure that any platform used for training shall meet DHHS information security and privacy requirements, as set forth in Exhibit D, E and I of this Contract. Training practices shall focus on the importance of Personally Identifiable Information (PII) and Protected Health Information (PHI), including safeguards that avoid the potential for individuals near the CSR to overhear PHI or PII. At no time are CSRs permitted to make notations on paper or screenshot information, record or video interactions with clients; all documentation shall be done in the system without exception.
- 6.5. CSR contact with New Hampshire citizens and State staff shall be for business purposes only in support of this contract.
- 6.6. DHHS reserves the right to review, observe, or otherwise validate Contractor training and CSR HIPAA and Information Security compliance at any time throughout the term of this Agreement.

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- 6.7. The Contractor shall conduct weekly web based meetings with the State to review additional training needs based upon call center activity and the subject matter of calls to update knowledge base in order to increase first call resolution.
- 6.8. The Contractor's Trainer and Quality Assurance staff shall:
- 6.8.1. Actively listen to live calls, noting tone and engagement.
 - 6.8.2. Work with Contractor staff to promote not just accuracy of information, but also positive interactions that leave callers feeling the satisfaction that comes from being treated with integrity and;
 - 6.8.3. Reinforce the Contractor's model for service excellence through training and coaching.
- 7. TELEPHONE ACCESS, VOLUME, AND HOURS OF OPERATION**
- 7.1. The call center shall be accessible through a statewide toll-free number that is provided by, and exclusively owned by the State.
- 7.2. The Contractor will provide live telephone coverage by trained staff. Telephone line staffing must be adequate to meet or exceed the performance standards to be agreed by the parties.
- 7.3. The Contractor's call center shall accommodate all speech and hearing-impaired callers and all callers requiring communication access/interpretation services at no cost to the individuals.
- 7.4. The Contractor shall submit, within ten (10) days of the Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 7.5. **Service Hours:**
- The Contractor will provide services during the normal business hours of 8:00 AM EST and 7:00 PM EST, five days per week Monday – Friday. The Contractor shall provide weekend, Saturday – Sunday services, as requested by the Department. During non-business hours, the call center shall have a system capable of accepting and providing instruction to incoming callers regarding call center hours and website availability. This capability must prevent callers from leaving a message. Any other anticipated activities required outside of this window must be coordinated and agreed upon with the business contact designated in this Statement of Work. The Contractor shall follow the State's published holiday schedule unless otherwise directed to remain operational, if needed.
- 7.6. **Customer Service – Tier 1**
- 7.6.1 Contractor shall assist callers with general inquiries and questions concerning COVID-19 that includes, but is not limited to the topic areas of testing, vaccine questions and appointment scheduling as requested by the Department, general Covid-19 related questions, monoclonal antibody therapeutics and antiviral therapeutics, isolation and quarantine guidance, mobile vaccine van requests, special events as directed by DHHS, and other COVID-19 related guidelines.
- 7.6.2 Call center staff shall document calls by having the caller provide the following information in the order listed before providing any confidential information:

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1. Full Name
 2. Date of birth
 3. Address
- 7.6.3 Call center staff shall provide information to callers in an objective, non-biased fashion that neither favors nor discriminates against any caller seeking vaccination information.
- 7.6.4 Contractor shall be responsible for:
- 7.6.4.1 Providing adequate live operator telephone coverage
 - 7.6.4.2 The use of automated voice response or automated attendant is acceptable to supplement live operators during peak periods
 - 7.6.4.3 Ensuring that data transferred to the State is done so timely in accordance with State and Federal laws and requirements.
- 7.6.5 Call center staff shall document calls for assistance in Web EOC and in VINI (if applicable); and will follow designated protocols for referring calls to State for further action.
- 7.6.6 Call center staff shall answer inbound calls about vaccination appointments, testing locations, Monoclonal antibody therapeutics, isolation, quarantine, special events, and general questions regarding COVID-19 using approved scripts, guides, practices, and systems

8. REPORTING

- 8.1 After commencement of operation, Contractor shall provide reporting sufficient for the State to make informed decisions related to ramp up/down (staff scaling) in support of optimal call response levels.
- 8.2 Contractor shall utilize its Genesys cloud-based contact center solution to report non-identifiable summary data (real-time and historical reporting).
- 8.3 Contractor shall report daily/weekly/monthly summaries of telephone activity, including summary reports that show, at a minimum:
- 8.3.1 Number of incoming calls and calls transferred to State of New Hampshire.
 - 8.3.2 Average time to answer.
 - 8.3.3 Duration of calls during the period.
 - 8.3.4 Maximum wait time.
 - 8.3.5 Log of complaints received and corresponding actions to respond to each complaint. Complaint log shall not contain PHI or PII.
 - 8.3.6 Lost call abandonment rate.

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- 8.4 Contractor shall provide the State with weekly reports each Monday by 12:00 PM EST for information pertaining to the previous week. Should a Monday fall on a holiday, reports will be due on Tuesday by 12:00 PM EST.
- 8.5 Each week of operation the parties shall review performance data to determine whether any adjustments in staffing are needed, in accordance with Section 1.4.
- 8.6 The State reserves the right to request additional or different reporting information from the Contractor throughout the term of the contract, on either an ad hoc or regular basis. Upon request from the State the Contractor shall provide additional or enhanced reporting.
- 8.7 The format and frequency of reporting activities may change by mutual agreement.

9. RECORDS

- 9.1 The Contractor shall keep records that include, but are not limited to:
 - 9.1.1 Books, records, documents and other electronic or physical 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.
 - 9.1.2 All records must 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.
- 9.2 During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

10. PERFORMANCE MEASURES

- 10.1 The Contractor shall actively and regularly collaborate with the DHHS to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 10.2 The Contractor may be required to provide other key data and metrics to DHHS, including client-level demographic, performance, and service data

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- 10.3 Where applicable, the Contractor shall collect and share data with DHHS in a format specified by DHHS.

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PAYMENT TERMS

1. This Agreement is funded by 100% Federal Funds, as awarded by the FEMA Public Assistance, CFDA 97.036, FAIN 4516DRNHP00000001.
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.330.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.87.
3. All charges by the Contractor under this Agreement shall be at a fixed price in accordance with the schedules set forth in Table 1: Payment Schedule below.
 - 3.1. The maximum dollar amount payable under this Agreement is not intended as any form of guaranteed amount. The Contractor will be paid for services actually delivered or performed through March 31, 2022, as specified in Exhibit B, up to the maximum allowable amount specified in the P-37 General Provisions, Block 1.8, Price Limitation.

Table 1: Payment Schedule:

Line Item	FTE		Monthly per FTE ¹	Total Monthly Costs ¹	Total Cost
CSRs	25.0	\$53.24	\$8,234	\$205,850	\$514,625
Training (one-time cost)**	n/a	n/a	n/a	n/a	\$90,977
Implementation (one-time cost)	n/a	n/a	n/a	n/a	\$46,344
Totals	25.0				\$651,946
¹ CSRs' billable work hours do not include sick leave, holidays, vacation, federally mandated and/or State-specific leave of absences, or any other type of paid or unpaid leave. Except for hours attributable to the initial training, billable FTEs will be determined by totaling all hours in work and in training divided by 154.7. ** Initial training will be billed as a one-time fixed cost. Hours associated with the initial training will be excluded from the Billable FTE calculation. Training time for staff changes after the initial implementation will be included in the monthly Billable FTE calculation.					

- 3.2. Implementation and Training One-Time Costs: Upon completion of the training and implementation, and once the Contractor's call center is operational, which is defined as answering live telephone calls, the Contractor may submit a single invoice for all Implementation and Training costs in the amount not to exceed \$137,321. The Parties agree that this amount shall be full and complete compensation to the Contractor for its implementation of the call-center and initial training.

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- 3.3. Ongoing call-center services: Once the Contractor's call center is operational, defined as answering live telephone calls, the Contractor shall be paid at the rate of \$8,234 per month for each FTE Contractor CSR. The Parties agree that this rate shall be full and complete compensation to Contractor for its ongoing call center operation and services. Contractor may submit invoices monthly in arrears in an amount prorated daily according to the number of Contractor agents required to perform services during the invoice period.
- 3.4. 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.
4. The Contractor shall submit a monthly report and invoice to STEPHANIE.LOCKE@DHHS.NH.GOV in a form satisfactory to the State by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. Itemized invoices shall include: dates covered by the invoice; brief description of work performed; number of agents included; and rates being charged. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
5. DHHS shall make payment to the Contractor within thirty (30) days of receipt of a correct and undisputed invoice.
6. The final invoice shall be due to the State no later than forty (40) days after the Completion Date specified in Form P-37, General Provisions Block 1.7 Completion Date.
7. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
8. The Contractor agrees that funding may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of this Agreement pursuant to Paragraph 8 of the General Provisions, Form P-37.
9. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining State approval if needed and justified.
10. Audits
- 10.1. The Contractor is required to submit an annual audit to the Department if any of the following conditions exist:
- 10.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 10.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 10.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 10.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2

Call Center Services

Initial all pages: MAXIMUS's initials HF

Date: 1-5-22

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2022-OCOM-07-CALLC
CALL CENTER SERVICES
EXHIBIT C
PAYMENT TERMS**

CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

- 10.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 10.4. 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Call Center Services
Initial all pages: MAXIMUS's initials HF
Date: 1-J-22

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



I. Definitions

A. 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's employee, business associate, subcontractor, other downstream user) that receives 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 mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure,

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



modification or destruction. The term "Incident" includes the term "computer security incident" as defined herein. "Computer Security Incident" shall mean "Computer Security Incident" as described in Section 2.1 of NIST Publication 800-61 Rev. 2 (or later), Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

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 Confidential 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.
13. "Virtual Private Network" (VPN) means network technology that creates a secure private connection between the device and endpoint; hiding IP address and encrypting all data in transit.

II. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain, or transmit Data except as required or permitted as outlined under this Agreement or as required by law.
2. The Contractor must not disclose any DHHS Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena,

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. The Contractor agrees that DHHS Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. Upon the request of DHHS, the Contractor agrees to provide to the authorized representative of the State of New Hampshire physical and logical process procedures, systems documents, and logs for the purpose of inspecting to confirm compliance with the terms of this Contract.
5. 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.

III. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor 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. Contractor may use encrypted computer disks or encrypted portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data with written exception from DHHS Information Security.
3. Encrypted Email. Contractor 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 Contractor 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. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit DHHS Data, without written exception from DHHS Information Security.
6. Ground Mail Service. Contractor may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx, within the continental U.S. and when sent to a named individual.
7. Laptops and Mobile Devices. If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. Contractor must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, must be used, such as a virtual private network (VPN).
10. SSH File Transfer Protocol (SFTP). If Contractor is employing an SFTP to transmit Confidential Data, Contractor 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. Transport Layer Security Protocol (TLS). Contractor shall ensure that the connection is encrypted at rest and in transmission as well as configure the connection to meet State of New Hampshire DoIT standards.
12. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

IV. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it shall only store, transmit or process data collected in connection with the services rendered under this Agreement within the boundaries of the United States and it will not outsource functions, including but not limited to IT support or administrative services, relating to the State of New Hampshire or NH DHHS offshore or outside the boundaries of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data, video conferencing and Disaster Recovery locations.
2. The contractor agrees Confidential Data will not be stored on personal devices.
3. The Contractor shall provide its staff a secure environment via Amazon WorkSpaces Desktop as a Service (DAAS) for remote staff to use corporate devices, as may be necessary, to access all systems for processing. It is agreed the Amazon WorkSpaces DaaS shall be a containerized virtual private cloud with secure ingress and egress using 256-bit encryption. Configuration of the Amazon WorkSpaces DaaS shall prevent data from leaving the environment.

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New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements



Further, staff shall only access business applications/data (e.g. company email, state applications, confidential data, etc.) from within the AWS DaaS environment. The secure environment shall provide for monitoring/logging, and scanning of the operating system image. Within the AWS environment the Contractor shall use the Sentinel One or comparable software for malware protection for active and on-demand monitoring for threats as well as monitoring data moving through the environment – looking for PII and PHI to prevent data breaches.

4. 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.
5. The Contractor agrees to provide security awareness and education for its Contractors in support of protecting Department confidential information.
6. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
7. The Contractor agrees Data stored in a Cloud must be in a FedRAMP, HITECH, or government compliant cloud environment, appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection. All Contractor or End User controlled servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>).
8. The Contractor agrees to and ensures its complete cooperation with the New Hampshire Department of Technology's Chief Information Security 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 Agreement 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

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DHHS Information Security Requirements



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.

V. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its Contractors 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

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DHHS Information Security Requirements



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 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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Security Officer of any security incident or breach immediately, at the email addresses provided in this Exhibit. 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 Agreement to only those authorized Contractors 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 Agreement from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. Limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Agreement 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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



indirectly through a third party application.

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

VI. LOSS REPORTING

- A. The Contractor must notify DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User's security incident and breach response procedures must also address how the Contractor will:
 1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements




7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VII. TERMINATION

- A. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property specifically created or collected for the State, including without limitation, Software, Data and Written Deliverables, for such part of the Agreement as has been terminated.

VIII. PERSONS TO CONTACT

- A. DHHS contact program and policy: DHHS-Contracts@dhhs.nh.gov(In subject line insert SS-2022-OCOM-07-CALLC)
- B. DHHS Security Officer: For information security, privacy or data issue DHHSInformationSecurityOffice@dhhs.nh.gov

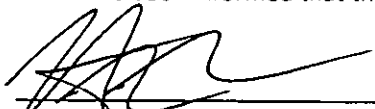
Business Use and Confidentiality Agreement		Information Security & Privacy 04.105
	[Redacted]	
	Effective Date: 04/20/20	Approved:
	Last Revision: 03/28/2005	<i>Lori A. Weaver</i>
	Last Reviewed: 04/15/20	Lori A. Weaver, Deputy Commissioner Date: 5/21/2020
Regulatory References: Regulation(s): Statute(s): RSA 91-A Admin Rules(s):		Other References: DHHS Data Classification Procedure DoIT Data Classification Policy

I am a: ☐ State Employee ☐ Paid Intern ☒ Contractor ☐ Unpaid Intern ☐ Volunteer ☐ Other: _____

By requesting and receiving approval to access New Hampshire Department of Health and Human Services Data:

1. I understand that I will have access to non-public data (DC-3 and DC-2) and public non-published data (DC-1), as defined by the Department, in the course of performing my work duties or assignments. The link to this definition is located at <http://intranet/info-sec/data-class.html>
2. I have read, and understand, or I have read and commit to discussing with my supervisor, all applicable Department policies and procedures at <http://intranet/policies/index.html> and any specific policies and procedures required by my Division/Bureau/Facility/Program (business area) relating to the protection of personal information (PI) and other confidential data with which I am required to comply.
3. I understand that there are state and federal laws and regulations that ensure the confidentiality and safeguarding of Department confidential data, including personal information (PI) and protected health information (PHI).
4. I understand that Department information classified as non-public or public: non-published, to which I will be exposed to or will have access to, must not be shared outside my DHHS role or scope-of-work.
5. I understand that as part of my duties I may be inadvertently or unintentionally exposed to or have access to personal, financial, health, or other non-public or confidential data of any individual or entity, which I am also required to safeguard.
6. I understand it is a breach of information security and privacy to use or disclose confidential information for a use not required for Department related work. I will report any use or disclosure of such information *immediately* to helpdesk@doit.nh.gov and DHHSInformationSecurityOffice@dhhs.nh.gov.
7. I have read, and understand, the Department's Information Security & Privacy Incident Response process.

8. I understand I must not store, transfer, or process Confidential Data on any non-state issued device nor may I utilize file hosting services such as Google Docs, or enter into subscription or website agreements unless approved by DHHS BIS-Information Security.
9. I understand I will be required to complete Department compliance and information /cybersecurity training prior to receiving authorization to access Department non-public data. Should questions arise in the future about how to protect information to which I have access, I will immediately notify my supervisor.
10. I understand that my State of New Hampshire and/or Department information security credentials (user name and password) must not be shared with anyone. This applies to credentials used to access social media, web applications, file hosting, SFTP folders, or other non-state applications directly or indirectly through a third party application.
11. I agree that if I am authorized to use the Department's remote monitoring software the use of this tool will be limited to customer support service only. I understand accessing Department devices remotely without a legitimate business purpose, and the credentialed user's or DHHS Information Security's permission is not permitted.
12. I understand that information related to the Department's contract procurement process is confidential. Further, I understand that the contract process must remain confidential from the beginning of the procurement process and up to and until the final contract is approved and signed by Governor and Counsel.
13. I agree to protect the confidential nature of all information to which I have access regardless of the form (hard copy, electronic, or oral).
14. I understand that I am legally obligated to maintain the confidentiality of Department non-public data that is protected by information security, privacy, confidentiality rules, and state and federal laws even after I leave the employment of the Department or if I am not a state employee, at the conclusion/termination of my or my company's agreement with the Department or my privileged status expires or is terminated.
15. I have been informed that this signed agreement will be retained on file for future reference.


Signature

1-5-22
Date

J. HUNTER FEOE
Full Printed Name

Position Number

Facility/Bureau/Program Name or Vendor Name

DHHS Supervisor Name or DHHS Point-of-Contact

STATE OF NEW HAMPSHIRE
SS-2022-OCOM-07-CALLC
CALL CENTER SERVICES
EXHIBIT F
BUSINESS ASSOCIATE AGREEMENT
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.

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- 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

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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 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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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

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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.

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

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

Department of Health and Human Services

The State signed by:

Lori A. Weaver

ACA02984125473

Signature of Authorized Representative

Lori A. weaver

Name of Authorized Representative

Deputy Commissioner

Title of Authorized Representative

1/6/2022

Date

MAXIMUS, INC.

Name of the Contractor

[Signature]

Signature of Authorized Representative

J. HUNTER FEDE

Name of Authorized Representative

LEGAL COUNSEL - SR. MANAGER

Title of Authorized Representative

1-5-22

Date

HF

State of New Hampshire

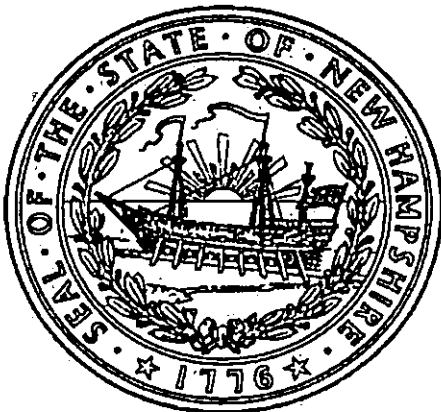
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIMUS US SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. 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: 607628

Certificate Number: 0005369657



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, David R. Francis, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Maximus US Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 19, 2012, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That J. Hunter Fede (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Maximus US Services, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 1/4/22



Signature of Elected Officer

Name: David R. Francis

Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Maximus US Services, Inc. 1891 Metro Center Drive Reston VA 20190 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	
	INSURER B: American Zurich Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570057536671 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GL0509621806	05/01/2021	05/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COM/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
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	WC509621606 Deductible \$350,000 WC509621706 Wisconsin	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A		N/A		05/01/2021	05/01/2022	

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

RE: The New Hampshire Temporary Enrollment Call Center - DOLT No. 2012-158

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857 USA	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 <i>Aon Risk Services Inc. of Washington D.C.</i>
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