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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-5194 1-800-852-3345 Ext. 5194
Fax: 603-271-7632 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

October 29, 2013

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

*92% Federal funds
8% General funds*

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into an agreement with GoSignMeUp of California (Vendor #253386-B100), 9200 Irvine Center Drive, Suite #100, Irvine, CA 92618, in an amount not to exceed \$33,000.00, to provide online learning management services, to be effective the date of Governor and Council approval through June 30, 2016.

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

05-95-90-902510-5171 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2014	102-500731	Contracts for Prog Svc	90077021	8,000.00
2015	102-500731	Contracts for Prog Svc	90077021	5,000.00
2016	102-500731	Contracts for Prog Svc	90077021	5,000.00
			Sub Total	\$18,000.00

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

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2014	102-500731	Contracts for Prog Svc	90023317	5,000.00
2015	102-500731	Contracts for Prog Svc	90023317	5,000.00
2016	102-500731	Contracts for Prog Svc	90023317	5,000.00
			Sub Total	\$15,000.00
			TOTAL	\$33,000.00

EXPLANATION

Funds in this agreement will be used to provide ongoing administration, management, hosting, support, and maintenance of a secure, authenticated, web-based application to be used by the State of NH to track, manage and report on training programs offered to Division of Public Health employees and community partners. The system replaces the NH TRAIN learning management system, (hosted by the Public Health Foundation), which the Division utilized for more than 5 years. The annual cost of GoSignMeUp of California is approximately 40% of the cost of the TRAIN system.

The Division of Public Health training and education coordinator evaluated a number of options including no-cost systems, which were determined to not include critical learner tracking and reporting functions. Microsoft Office products were also evaluated but, based on information from the Department's Emergency Services Unit which has utilized their products for the same purpose, it was determined they did not meet the required standards. A comparison of equivalent software tools was performed and the Software as a Service (SaaS) model, procured through a Request for Bid was considered the most cost-effective option to meet our needs.

The Division of Public Health needs to maintain the capability to register and track state and community-based public health workers on the knowledge, skills, and attitudes they have acquired through coursework and training with respect to emergency preparedness and other public health topics. The federal funder, the U. S. Centers for Disease Control and Prevention's Public Health Emergency Preparedness cooperative agreement has specific requirements for emergency preparedness training for our public health workforce. In order to meet our obligations for training under this grant, a learning management system is required with the functionality to post, register, and track courses and trainings offered at the individual learner level. The capability to aggregate and report on training outcomes across all training providers is also required. Additionally, this system will provide a single resource for learners to access information about required courses offered by a number of state and local partners.

Should Governor and Executive Council not authorize this Request, the ability to track adherence to federal requirements is reduced as well as the Division of Public Health's ability to track training programs completed by staff and community partners.

GoSignMeUp of California was selected for this project through a competitive bid process. A Request for Bids was posted on The Department of Health and Human Services' web site on May 9, 2013.

One proposal was received in response to the Request for Bids. Four reviewers who work internal and external to the Department reviewed the proposals. The reviewers represent seasoned public health administrators and managers who have between 10 to 25 years' experience managing agreements with vendors for various public health programs. Each reviewer was selected for the specific skill set they possess and their experience. Their decision, followed by a thorough discussion of the strengths and weaknesses to the proposal, was made by taking an average of all reviewers' scores.

Her Excellency, Governor Margaret Wood Hassan

and the Honorable Council

October 29, 2013

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The Department of Health and Human Services, in its sole discretion, may decide to offer a three (3) year renewal of this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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

- System is operational within 90 days of procurement
- Number of trainings provided to system administrators
- System down-time is less than 1% per year

Area served: Statewide.

Source of Funds: 92.07% Federal Funds from Centers for Disease Control and Prevention and 7.93% General Funds.

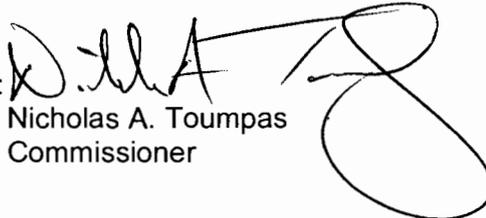
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Commissioner

October 1, 2013

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter in to a contract with GoSignMeUp of Irvine, CA (Vendor #253386-B001), Project Name: DHHS Training Management System, as described below and referenced as DoIT No. 2013-131.

GoSignMeUp will provide ongoing administration, management, hosting, support, and maintenance of a secure, authenticated, web-based application to be used by the State of NH to track, manage and report on training of NH Department of Health and Human Service (NH DHHS) employees and community partners. The system replaces the NH TRAIN learning management system, (hosted by the Public Health Foundation), which the DHHS, Division of Public Health Services (DPHS) utilized for more than 5 years. The amount of the contract shall not exceed \$33,000 and the term the contract shall be from Governor and Executive Council approval through June 30, 2016.

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

Sincerely,

Peter C. Hastings
Commissioner

PCH/lm
RFP 2013-131

cc: Neil Twitchell, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH & HUMAN SERVICES
AGREEMENT- PART 1**

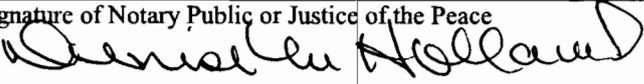
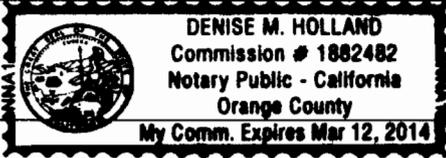
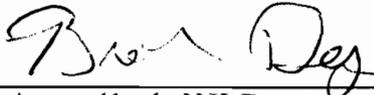
Subject: Learning Management Services System

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health & Human Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03301	
1.3 Contractor Name GoSignMeUp of California		1.4 Contractor Address 9200 Irving Center Drive, Suite 100 Irvine, CA 92618	
1.5 Contractor Phone Number (262)-347-3374	1.6 Account Number 05-95-90-902510-5171-102-500731, 05-95-90-902510-5178-102-500731	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$33,000.00
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael Morrison Secretary	
1.13 Acknowledgement: State of <u>California</u> , County of <u>Orange</u> On <u>10/21/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Denise M. Holland			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>Jeanne P. Herrick, Attorney</u> On: <u>1 Nov. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

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

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

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

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

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT A STATEMENT OF WORK**

1. INTRODUCTION

The State of New Hampshire ("State") agrees to contract with GoSignMeUp of California Corporation ("Contractor"), a corporation organized under the laws of the State of California with a place of business at 9200 Irving Center Drive, #100, Irvine, CA 92618, to procure ongoing administration, management, hosting, support, and maintenance of, a secure, authenticated, web-based application to be used by the State of NH to track, manage and report on training of NH Department of Health and Human Services, Division of Public Health Services (NH DHHS) employees and community partners. NH DHHS will use these Services during the term of the contract, in accordance with the requirements of this Contract. The NH DHHS requires a training management module offered through the Software as a Service (SaaS) business model. Services shall include, but not be limited to use of the training management application, hosting, technical support and maintenance, user help desk Services, and application training. NH DHHS estimates that up to 4,500 course providers and students may access the System over the term of the contract.

The Contract price is \$33,000.00

DEFINITIONS

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

2. CONTRACT DOCUMENTS

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

- a. *State of New Hampshire Terms and Conditions, General Provisions Form P-37*
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule –Fixed Price
- d. Exhibit C Special Provisions
- e. Exhibit D Certification Regarding Drug-Free Workplace Requirements
- f. Exhibit E Certification Regarding Lobbying
- g. Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters
- h. Exhibit G Certification Regarding the Americans with Disabilities Act Compliance
- i. Exhibit H Certification Regarding Environmental Tobacco Smoke
- j. Exhibit I Certification Regarding Health Insurance Portability and Accountability Act
- k. Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
- l. Attachment A: Project Requirements
- m. Attachment B: Software as a Service Terms and Conditions
- n. Attachment C: IT Required Work Procedures, Computer Use Agreement
- o. Attachment D: Request for Bid 2013-131 Learning Management Services

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT A STATEMENT OF WORK**

3. ORDER OF PRECEDENCE

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

- a. *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1;
- b. State of New Hampshire, Department of Health & Human Services, Division of Public Health Services, Contract 2013-131, including Attachment A and Attachment B
- c. State of New Hampshire Bid # 2013-13; then
- d. GoSignMeUp of California Corporation Bid Response dated June 17, 2013.

4. SCOPE OF SERVICES

GoSignMeUp of California shall provide the State the Services and Deliverables required under this Contract, as set forth Exhibit A, Section 4: Deliverables Table.

Deliverables Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
	Project Management		
1.	Conduct Project Kickoff Teleconference Meeting	Non-Software	Week 1-2
2.	Work Plan	Written	Week 1-2
3.	Communications and Change Management Plan	Written	
4.	Project Status Reports	Written	Bi-Weekly Status Reports
	System Software		
5.	Determine Site URL.	Software	Week 2
6.	Stand Up System	Software	Week 2-6
7.	Branding of System. Logos, develop look and feel of system, any organizational policies.	Software	Week 2-6
8.	Graphic Design Team creates Branding for site system.	Software	Week 2-6
	Training		
9.	First Training Session - General Overview and Introduction to System.	Non-Software	Week 6-8
9.a	Online User Guide	Non-Software	Week 6-8
10.	Second Training Session - Configure Course Options.	Non-Software	Week 6-8
11.	Third Training Session - Setting up Specific features of System	Non-Software	Week 6-8
	System Acceptance		

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT A STATEMENT OF WORK**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
12.	Testing in Production	Non-Software	60 days from conclusion of Third training session
13.	State Written Acceptance of System	Written	60 days from conclusion of Third training session
14.	Conduct Project Exit Meeting	Non-Software	Conclusion of Third training session

5. TERM

5.1 Period of Performance

The Contract will begin on the date of Governor and Council approval and extend through June 30, 2016. The Term may be extended for an additional three (3) years, ("Extended Term") at the sole discretion of the State, contingent on satisfactory delivery of services, available funding, prior written agreement of the parties on applicable fees for each extended term, and approval by Governor and Council.

5.2 Termination for Convenience

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

6. CONTRACT ADMINISTRATION

6.1 GOSIGNMEUP OF CALIFORNIA CONTRACT MANAGER

GoSignMeUp of California shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Greg Smith
GoSignMeUp of California
9200 Irving Center Drive #100
Irvine, CA 92618
Tel: 262-347-3374
Fax: 949-951-8236
Email: greg@gosignmeup.com

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT A STATEMENT OF WORK**

6.2 STATE CONTRACT MANAGER

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

Neil Twitchell, Administrator
NH Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Tel: 603-271-5194
Fax: 603-271-7623
Email: ntwitchell@dhhs.state.nh.us

7. REQUIREMENTS

GoSignMeUp of California shall perform the Services and provide the Deliverables described in this Contract, *including but not limited to*, the GoSignMeUp of California Bid on June 17, 2013.

7.1 Attachment A: Project requirements are hereby incorporated into this Contract as if fully rewritten herein.

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

8. DISPUTE RESOLUTION

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

Dispute Resolution Escalation Table

Level	GoSignMeUp of California	The State	Cumulative Allotted Time
First	Greg Smith Vice President	Neil Twitchell Administrator	5 Business Days
Second	Greg Smith Vice President	José Thier Montero, MD DPHS Director	10 Business Days
Third-	Greg Smith Vice President	Nicholas A. Toumpas DHHS Commissioner	15 Business Days

Initial all pages:

GoSignMeUp of California initials *NT*

Date *10/21/13*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT B – PRICE AND PAYMENT SCHEDULE**

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by GoSignMeUp of California under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below.

2. **FIXED PRICE PAYMENT SCHEDULE**

Table 1: Payment Schedule:

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Year 1
	Project Management			
15.	Conduct Project Kickoff Teleconference Meeting	Non-Software	Week 1-2	
16.	Work Plan	Written	Week 1-2	
17.	Communications and Change Management Plan	Written		
18.	Project Status Reports	Written	Bi-Weekly Status Reports	
19.	Software Entitlement/Subscription			\$10,000
	System Software			
20.	Determine Site URL.	Software	Week 2	
21.	Stand Up System	Software	Week 2-6	
22.	Branding of System. Logos, develop look and feel of system, any organizational policies.	Software	Week 2-6	
23.	Graphic Design Team creates Branding for site system.	Software	Week 2-6	\$1,500
	Training			
24.	First Training Session - General Overview and Introduction to System.	Non-Software	Week 6-8	
9.a	Online User Guide	Non-Software	Week 6-8	
25.	Second Training Session - Configure Course Options.	Non-Software	Week 6-8	
26.	Third Training Session - Setting up Specific features of System	Non-Software	Week 6-8	
	System Acceptance			
27.	Testing in Production	Non-Software	TBD	
28.	State Written Acceptance of System	Written	TBD	
29.	Payment of Hold-back (60-days after Go Live)		TBD	\$1,500

Initial all pages:
GoSignMeUp of California initials *M.M.*
Date *10/21/13*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT B – PRICE AND PAYMENT SCHEDULE**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Year 1
30.	Conduct Project Exit Meeting	Non-Software	TBD	

Table 1: Software Proposed

Software Proposed
1. GoSignMeUp

Table 2: Payment Schedule:

Software as a Service Pricing	Year 1	Year 2	Year 3	TOTAL
Software Entitlement/Subscription	\$10,000	\$10,000	\$10,000	\$30,000
System Installation and Deployment	\$1,500	\$0	\$0	\$1,500
Administrator Training	\$1,500	\$0	\$0	\$1,500
System hosting, including technical support, and Software maintenance	Included with Software Entitlement/Subscription			
GRAND TOTAL	\$13,000	\$10,000	\$10,000	\$33,000

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$33,000.

3. PAYMENTS

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

4. PROJECT HOLDBACK

Final payment shall be made 60 days after Go-Live, to ensure that the System is operating according to Specifications.

5. AUTHORITY TO ADJUST

Notwithstanding paragraph 18 of the P-37, to adjust funding from one source of funds to another source of funds that are identified in Box 1.6 of the P-37 and within the price limitation, and to adjust amounts if needed and justified between State Fiscal Years and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Council.

Initial all pages:
GoSignMeUp of California initials *M.M.*
Date *10/21/13*

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT C SPECIAL PROVISIONS**

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

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

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

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I – FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-51-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). the January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630 of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

 - (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

 - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
- 2) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

GoSignMeUp of California
Contractor Name

From: Date of G&C Approval To: June 30, 2016

Period Covered by this Certification

Michael Morrison
Name and Title of Authorized Contractor Representative

SECRETARY

Michael Morrison
Contractor Representative Signature

10/21/13
Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Exhibit E**

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

Contract Period: Date of G&C Approval through June 30, 2016

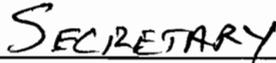
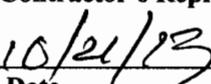
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

	
Contractor Signature	Contractor's Representative Title
GoSignMeUp of California	
Contractor Name	Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Exhibit F**

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

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

Instructions for Certification

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transition. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transition," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntary excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rule implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction", "provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Exhibit F**

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this proposal (contract) been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

Lower Tier Covered Transactions

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Exhibit F

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

Exclusion – Lower Tier Covered Transactions,” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

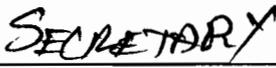
<i>Michael Moran</i>	<i>SECRETARY</i>
Contractor Signature	Contractor's Representative Title
GoSignMeUp of California	<i>10/21/13</i>
Contractor Name	Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
Standard Exhibit G**

CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

 _____ Contractor Signature	 _____ Contractor's Representative Title
<u>GoSignMeUp of California</u> Contractor Name	<u>10/21/15</u> Date

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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



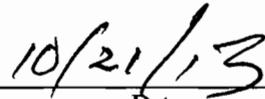
Contractor Signature



Contractor's Representative Title

GoSignMeUp of California

Contractor Name



Date

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) 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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT**

object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec.13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

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EXHIBIT I

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

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

(4) Obligations of Covered Entity

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

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BUSINESS ASSOCIATE AGREEMENT

(5) **Termination for Cause**

In addition to standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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BUSINESS ASSOCIATE AGREEMENT

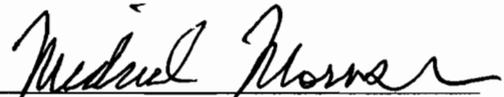
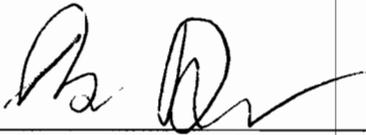
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DIVISION OF PUBLIC HEALTH SERVICES

GoSignMeUp of California

The State Agency Name

Name of Contractor



Signature of Authorized Representative

Signature of Authorized Representative

BROOK DUPEE

Michael Morrison

Name of Authorized Representative

Name of Authorized Representative

BUREAU CHIEF

SECRETARY

Title of Authorized Representative

Title of Authorized Representative

11/5/13

10/21/13

Date

Date

**STATE OF NEW HAMPSHIRE
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EXHIBIT J**

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

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (*Reporting Sub-award and Executive Compensation Information*), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Michael Morrison
(Contractor Representative Signature)
Title)

Michael Morrison, SECRETARY
(Authorized Contractor Representative Name &

GoSignMeUp of California
(Contractor Name)

10/21/13
(Date)

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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EXHIBIT J

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

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 132627188

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

NO YES

If the answer to #2 above is NO, stop here

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

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

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

4. The names and compensation of the five most highly compensated officers in your business or organizations are as follows:

Name: _____	Amount: _____

APPLICATION REQUIREMENTS

State Requirements		Criticality
Req #	Requirement Description	

TECHNICAL REQUIREMENTS

A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Via CSV Flat Files
A1.2	The system software adheres to open standards and is not proprietary.	M	Yes	Via CSV Flat Files
A1.3	The database platform adheres to open standards.	M	Yes	Via CSV Flat Files
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	No	Not proposing: We do not allow client access database VIA website
A1.5	Web-based compatible and in conformance with the following W3C standards:	M	Yes	
A1.6	XHTML 1.0	M	Yes	
A1.7	CSS 2.1	M	Yes	
A1.8	XML 1.0 (fourth edition)	M	Yes	
A1.9	The online registration and course management system should support IE 7 & 8, Firefox, Chrome, and Safari	M	Yes	Public side works with the required formats. The Administrative side requires IE9 or better, Chrome, or Safari

APPLICATION SECURITY

A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	
A2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	
A2.3	Enforce unique user names.	M	Yes	
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	No	Future
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	No	Future
A2.6	Encrypt passwords in transmission and at rest within the database.	M	No	Custom (\$3,500)
A2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	

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A2.9	Provide ability to limit the number of people that can grant or change authorizations	M	Yes		
A2.10	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes		
A2.11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes		
A2.12	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes		
A2.13	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Yes		
A2.14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept Monthly.	M	Yes		Back-up logs are kept, but NOT issued in a report. (This is incorrect in the sent version of this proposal. This is the correct version that indicates this is NOT in a report.)
A2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes		
A2.16	Use only the Software and System Services designed for use	M	Yes		
A2.17	The application Data shall be protected from unauthorized use when at rest	M	Yes		
A2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes		
A2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes		
A2.20	Create change management documentation and procedures	M	Yes		We have an update release widget.

Vendor Initials 

TESTING

State Requirements		Criticality
Req #	Requirement Description	
APPLICATION SECURITY TESTING		
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M
T1.2	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M
T1.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M
T1.5	Test for encryption; supports the encoding of data for security purposes	M
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M
T1.8	Test the Digital Signature; guarantees the unaltered state of a file	M
T1.9	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M
T1.10	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M
T1.11	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M
T1.12	Test Input Validation; nsures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M
T1.13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M
STANDARD TESTING		
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M

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T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	
T2.3	Vendor shall provide results of all testing to the Department of Information Technology for review and acceptance.	M	No	No proposing This is confidential as we do not share this.

Vendor Initials P.M.

HOSTING-CLOUD REQUIREMENTS

State Requirements		Criticality
Req #	Requirement Description	
OPERATIONS		
H1.1	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M Yes
H1.2	State access will be via the Internet.	M Yes
H1.3	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M Yes
H1.4	At a minimum, the System should support this client configuration; Pentium 4, 630/3.0GHz PC, Microsoft Windows XP Professional Version 2002, Internet Explorer 6, and 128 bit encryption.	M No
H1.5	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M Yes
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider..	M Yes
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.	M Yes
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M Yes
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M Yes
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M Yes
		We require public user to have at least IE7+ and IE9 for admin side

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

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H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of a disaster.	M	Yes		Differential back-up every day and full twice a week.
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		See above.
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes		
H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes		
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	No	No proposing	Since we have multiple back-ups, we will bring back system, but cannot guarantee real-time recovery.
NETWORK ARCHITECTURE					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes		We can provide uptime report upon request.
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes		
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes		
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes		

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H3.5	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	N/A	No	Not proposing	We do not allow access to shared server.
HOSTING SECURITY					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes		
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes		
H4.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Yes		
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes		There are multi-level of anti-virus software in the network and system.
H4.6	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes		
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes		
H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	No	Not proposing	We cannot be liable in all cases if the result in damages is a result of the client.
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	Yes		

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H4.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes		
SERVICE LEVEL AGREEMENT					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
H5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday Eastern Standard Time(EST);	M	Yes		
H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes		

Vendor Initials


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H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M			We provide 24 hour support via e-mail and our ticket system. Phone support between 7am - 5 pm PST (M-F), but response time is affected by a number of variables, including: time of day, number of total incoming requests, urgency of request, etc.
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes		
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
H5.10	The Vendor response time for support shall conform to the specific deficiency class as described in Attachment B: Terms and Definitions.	M	Yes		
H5.12	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		
H5.13	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes		
H5.14	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M			
H5.15	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
H5.16	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		

Vendor Initials 

CONTRACT 2013-131 ATTACHMENT A

H5.17	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes		
H5.18	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
H5.19	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	No	No proposing	as a Service, this is not required. However, the administrator can utilize

Vendor Initials/ 

SUPPORT & MAINTENANCE REQUIREMENTS				
Req #	State Requirements Requirement Detail	Quantity		
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;	M	Yes	Phone hours are 10:00-7:00 ET (M-F); Ticket Support 24 hours; Online help screens
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in Attachment B: Terms and Definitions.	M	Yes	See phone hours above.
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes	
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency reSolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	This is be handled through our help ticket system.
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	
HELP DESK SUPPORT				
S2.1	Help desk support for administrators and course providers during regular work hours		Yes	See phone hours above.

Vendor Initials 

CONTRACT 2013-131 ATTACHMENT A

WARRANTY SERVICES						
S3.1	a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	Yes			
S3.2	b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	Yes			
S3.3	c. The vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	Yes			Phone hours are 10:00-7:00 ET (M-F); Ticket Support 24 hours; Online help screens
S3.4	d. On-site additional Services within four (4) business hours of a request;	M	No			Since we provide a Software as a Service, this is not needed.
S3.5	e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	Yes			This is handled through our help ticket system.
S3.6	f. For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) Identifying number i.e. work order number; 8) Issue identified by.	M	Yes			This is handled through our help ticket system.
S3.7	g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and	M	Yes			This is handled through our help ticket system.
S3.8	h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes			

Vendor Initials 

SOFTWARE TRAINING REQUIREMENTS

State Requirements		Criticality	
Req #	Requirement Description		
Administrator Training			
L1.1	Web-based distance learning for administrator training	M	Yes
L1.2	Training support materials for a train-the-trainer model	M	Yes
L1.3	Annual refresher training	M	Yes
L1.4	Phone consultation on training issues	M	Yes
User and Course Provider Training			
L2.1	Web-based distance learning for students and course providers		
L2.2	Training support materials for end users	M	Yes

We will deliver 4 training sessions. However, most of the training can be provided by your administrators since we employ train the trainer model. These are provided online or in PDF format.

Vendor Initials 

PROJECT MANAGEMENT

Req #	State Requirements	Requirement Description	Criticality
PROJECT MANAGEMENT			
P1.1		Vendor shall participate in an initial kick-off meeting to initiate the Project.	M
P1.2		Vendor shall provide Project Staff as specified in the RFB.	M
P1.3		Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M
P1.4		Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M
P1.5		All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper)	M

Vendor Initials 

All help documents are in PDF format as well as online.

ATTACHMENT B

SOFTWARE AS A SERVICE TERMS AND CONDITIONS

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

1. GENERAL TERMS AND CONDITIONS

STATE OF NH TERMS, CONDITIONS, AND CONTRACT REQUIREMENTS

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

VENDOR RESPONSIBILITIES/USE OF SUBCONTRACTORS

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

VENDOR STAFF

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

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

WORK PLAN

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

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

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

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

In the event the Vendor requires additional time to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Vendor's failure to fulfill its obligations under the Contract.

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

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

CHANGE ORDERS

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

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

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

2. DELIVERABLES

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

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

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

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

WRITTEN DELIVERABLES REVIEW

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

SOFTWARE DELIVERABLES REVIEW

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

NON-SOFTWARE DELIVERABLES REVIEW

The State will Review Non-Software Deliverables to determine whether any Deficiency exists and notify the Vendor in writing of its Acceptance or non-Acceptance of the Non-Software Deliverable. The Vendor must correct the Deficiencies within five (5) business days, or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Vendor in writing of its Acceptance or rejection of the Non-Software Deliverable.

3. SOFTWARE AS A SERVICE

VENDOR'S GRANT OF USE OF SOFTWARE

The Vendor agrees to grant to the State a non-exclusive, non-transferable right to use the SaaS application and associated Documentation during the Subscription Term solely for the State's business operations.

AVAILABILITY OF SERVICES

The Vendor shall make the SaaS application available 24 hours a day, 7 days a week, except for:

- a. a planned maintenance window after the business hours of 8:00 AM to 5:00 PM Eastern Time; and
- b. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavors to give the Customer at least two (2) Normal Business Hours' notice in advance.
- c. The SaaS application must be available to users 99.9% of the time during business hours, 8:00 AM to 5:00 PM, excluding weekends and state or national holidays.

SERVICE LEVELS

The Vendor shall comply with the Service level procedures set forth at Contract Attachment A, Hosting Requirements - Service Level Agreement.

BACKUP AND RECOVERY OF STATE DATA.

As a part of the SaaS, the Vendor agrees to be responsible, for maintaining a backup of the State's Data, for an orderly and timely recovery of such data in the event that the SaaS is interrupted. The Vendor shall maintain a daily backup of the State's Data. Additionally, the Vendor agrees to store a backup of State Data in an off-site "hardened" facility no less than daily, maintaining the security of State's Data, the security requirements of which are further set forth under in Attachment A.

COPIES OF DOCUMENTATION

The Vendor shall provide the State with three (3) hard-copy versions of the SaaS User Documentation and with one (1) electronic version in Microsoft WORD and one (1) in PDF format.

DOCUMENTATION RESTRICTIONS

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

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

TITLE

The Vendor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

4. TESTING

TESTING AND ACCEPTANCE

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

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

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

TEST PLANNING AND PREPARATION

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

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

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

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

TESTING INITIATION AND END POINTS DEFINED

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

REMEDIES

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

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

SYSTEM ACCEPTANCE

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

5. WARRANTY

SYSTEM WARRANTY

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

SOFTWARE WARRANTY

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

WARRANTY OF NON-INFRINGEMENT

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

VIRUSES; DESTRUCTIVE PROGRAMMING WARRANTY

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

COMPATIBILITY WARRANTY

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

PROFESSIONAL SERVICES WARRANTY

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

WARRANTY SERVICES –STATE’S RIGHTS

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

6. ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS

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

MAINTENANCE RELEASES

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

VENDOR RESPONSIBILITY

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

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

2013-131 DHHS Learning Management System

Attachment B

Vendor’s Initials

J.M.M.

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

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

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

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

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

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

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

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

7. ADMINISTRATIVE SPECIFICATIONS

STATE-OWNED DOCUMENTS AND DATA

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

IT REQUIRED WORK PROCEDURES

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

VENDOR ACCESS OF STATE INFORMATION SYSTEMS LIMITED

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

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

EMAIL USE

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

INTERNET/INTRANET USE

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

REGULATORY/GOVERNMENTAL APPROVALS

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

FORCE MAJEURE

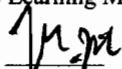
Neither Vendor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics,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

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

8. INTELLECTUAL PROPERTY

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

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



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

9. CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

10. PAYMENT

INVOICING

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

OVERPAYMENTS TO THE VENDOR

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

CREDITS

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

RECORDS RETENTION AND ACCESS REQUIREMENTS

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

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

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

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

ACCOUNTING REQUIREMENTS

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

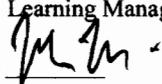
11. TERMINATION

This section shall survive termination or Contract Conclusion.

2013-131 DHHS Learning Management System

Attachment B

Vendor's Initials



TERMINATION FOR DEFAULT

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

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

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

TERMINATION FOR CONVENIENCE

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

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

TERMINATION FOR CONFLICT OF INTEREST

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

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

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

TERMINATION PROCEDURE

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

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

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

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

12. LIMITATION OF LIABILITY

STATE LIABILITY

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Vendor shall not exceed the total Contract price set forth in the executed State of New Hampshire standard Contract form P-37, Section 1.8 Price Limitation.

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

VENDOR LIABILITY

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Vendor's liability to the State shall not exceed two times (2X) the total Contract price in the executed State of New Hampshire standard Contract form P-37, Section 1.8 Price Limitation. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's obligations set forth in this Attachment B, Section 9. Confidential Information, and Section 13. Indemnification, which shall be unlimited.

OBLIGATIONS AND LIABILITY OF THE VENDOR

The Vendor shall do all the work and furnish all the materials, tools, equipment and safety devices necessary to perform in the manner and within the time hereinafter specified. Vendor shall complete the entire work to the satisfaction of the State and in accordance with the Contract. All the work, labor and equipment to be done and furnished under this contract(s), shall be done and furnished strictly pursuant to, and in conformity with the Specifications described herein, and the directions of the State representatives as given from time to time during the progress of the work, under the terms of this contract(s) and also in accordance with contract(s) drawings.

The Vendor shall take all responsibility for the work under this contract(s); for the protection of the work; and for preventing injuries to persons and damage to property and utilities on or about the work. They shall in no way be relieved of their responsibility by any right of the State to give permission or issue orders relating to any part of the work; or by any such permission given on orders issued or by failure of the State to give such permission or issue such orders. The Vendor shall bear all losses resulting to him or to the Owner on account of the amount or character of the work, or because of the nature of the area in or on which the work is done is differed from what was estimated or expected, or account of the weather, elements or other causes.

The Vendor agrees that any damage or injury to buildings, materials, and equipment or to other property during the performance of this Service will be repaired at their own expense.

STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

SURVIVAL

Section 12 of this Attachment B shall survive termination or Contract Conclusion.

13. INDEMNIFICATION

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

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

16. DISPUTE RESOLUTION

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

17. VENUE AND JURISDICTION

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

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
BID	A price for which a Vendor agrees to provide Services specified in a Request to Bid.
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contracted Vendor	The Vendor who's Quote or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The time allowed whereby the Vendor may fix the cause of a Default.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Deficiencies/Defects	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on the System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-</p>

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

	4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of an RFB and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and Contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the project
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance
RFB (Request for Bid)	A Request For Quote solicits Bids to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Custom Software and COTS Software provided by the Vendor under the Contract
Software as a Service (SaaS)	An arrangement for the delivery of specific software to the user's terminal on a pay-per-use basis over a network (typically the internet) from servers hosted remotely by a SaaS provider, as distinct from the more traditional "software as a license" under which licensed software is installed on the customers' servers or individual computing devices.
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFB.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFB, the Bid, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and

	regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	The term includes the requesting Agency and the Department of Information Technology,
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information contained within State systems in electronic or paper format.
State Project Leader	State's representative with regard to Project oversight
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Quote (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	The duration of the Contract.
Transition Services	Services and support provided when the Contracted Vendor is supporting system changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/Contractor	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Warranty Period	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and

	5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
ATTACHMENT C**

ATTACHMENT C

IT Required Work Procedures

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

2013-131 Attachment C

Initial all pages:

GoSignMeUp's initials

Date

M.M.
10/21/13

Page 1 of 5

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
ATTACHMENT C**

2. Computer Access and Use Agreement

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

2.1 Computer Use

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

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

CM, Jr.

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

2.2 Email Use

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

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

M.R.

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

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

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

2.3 Internet/Intranet Use

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

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.
2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
 - a. Chat rooms, interactive games, and personal message boards
 - b. Downloading graphics, sound files, video clips or other files for personal use
 - c. Access to or the distribution of pornographic or obscene materials
 - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment

JM-Mr

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
ATTACHMENT C**

- e. Violations of the privacy of other Authorized Users or their data
- f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
- g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User
- h. Intentionally developing programs designed to harass users or to infiltrate a computer or computing system and/or damage or alter the software components of same
- i. Fund raising or public relations activities not specifically related to State business
- j. Any purpose not directly related to the mission or intent of the agency

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
LEARNING MANAGEMENT SERVICES SYSTEM
CONTRACT NUMBER 2013-131
ATTACHMENT D**

State of New Hampshire Request for Bid 2013-131 is hereby incorporated within as if rewritten in its entirety.

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 GoSignMeUp doing business in New Hampshire as GoSignMeUp of California, a(n) California corporation, is authorized to transact business in New Hampshire and qualified on October 7, 2013. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of October, A.D. 2013

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Edward J. MacNevin, Chief Executive Officer of GoSignMeUp of California, do hereby certify that:

- 1. I am the duly elected Chief Executive Officer of GoSignMeUp of California;
- 2. By Unanimous Consent in Writing in Lieu of the 2013 Annual Meeting, the following are Copies of two resolutions duly adopted by the Board of Directors of the GoSignMeUp of California, in Minutes duly dated October 21, 2013;

RESOLVED: That this Corporation may enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services;

RESOLVED: That the Secretary of the GoSignMeUp of California has the authority to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate. Michael Morrison is the duly appointed Secretary of the GoSignMeUp of California.

- 3. I further certify that the foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 21, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the GoSignMeUp this 21st day of October, 2013.

Edward J. MacNevin CEO 10-21-13

Edward J. MacNevin, Chief Executive Officer

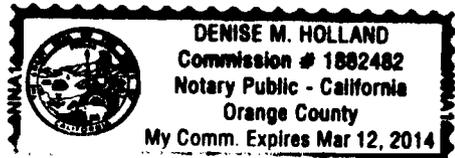
STATE OF CALIFORNIA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of October, 2013 by Edward J. MacNevin.

Denise M. Holland

Notary Public/Justice of the Peace

My Commission Expires: March 12, 2014





SOI6151

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2013

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

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

PRODUCER Commercial Lines – 800-868-8834 Wells Fargo Insurance Services USA, Inc. 6100 Fairview Road Charlotte, NC 28210	CONTACT NAME: PHONE (A/C, No, Ext): 888-572-2412 FAX (A/C, No): ext 7618 E-MAIL ADDRESS: certs@soi.com	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Accident and Indemnity Company	NAIC # 22357
INSURED Strategic Outsourcing, Inc. L/C/F GoSignMeUp PO Box 241448 Charlotte, NC 28224	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 6509649

REVISION NUMBER: See below

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			22WNG30196	03/01/2013	03/01/2014	X	WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
							E.L. DISEASE - POLICY LIMIT	\$	1,000,000

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

Limited to employees leased to Media Blend, Inc by Streategic Outsourcing, Inc.

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services Contracts & Procurement Unit 129 Pleasant Street, 4th Floor Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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