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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-4496 1-800-852-3345 Ext. 4496
Fax: 603-271-0545 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

*Sole Source
100% Federal*

May 1, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, Bureau of Infectious Disease Control, to enter into a **sole source** agreement with Yale New Haven-Health Services Corporation, Vendor #248257, 1 Church Street, 5th Floor, New Haven, CT 06510, in an amount not to exceed \$9,995, to provide an evaluation of the Department of Health and Human Services Information Technology systems and other agency notification systems in order to set standards and requirements for data exchanges in critical preparedness systems, and ability for sharing with important stakeholders to be effective June 5, 2013, or the date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following account for SFY 2013.

05-95-90-902510-9055 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EMERGENCY PREPAREDNESS CARRYFORWARD.

Fiscal Year	Class/Object	Class Title	Job Number	Total Amount
SFY 2013	102-500731	Contracts for Program Services	90077007	\$9,995.00
			Total.	\$9,995.00

EXPLANATION

This request is identified as **sole source**. The Yale New Haven-Health Services Corporation was selected for this project through a non-competitive bid process based on the vendor's unique qualifications to conduct this assessment. Subsequently, the vendor and State negotiated the attached contract. Having a vendor located in the Northeast region will allow for in person meetings without undue travel expense. Also, a regional vendor will understand the needs of a small state with few local health departments as opposed to a larger state with multiple public health departments. Additionally, staff within public health participated in seminars presented by this vendor. This vendor has conducted evaluation of hospital and public health preparedness capabilities for a number of Hospital Preparedness Program (HPP) and Public Health Emergency Preparedness Program (PHEP) awardees including:

- Connecticut (2002-present)
- New York City (2007 – present)

May 1, 2013

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- New York State (2009-2010)
- Delaware (2009-2010)
- Vermont (2010-2012)

Funds in this agreement will be used ensure compliance with Public Health Emergency Preparedness grant requirements around information sharing including the types of information shared and with whom to assure New Hampshire is following proper standards and requirements outlined in the grant and that we are prepared for a potential Centers for Disease Control and Prevention audit. The Centers for Disease Control Project Officer visited New Hampshire in 2012 and received an update on our progress toward meeting the grant requirements. One gap identified was regarding incomplete written plans for staff to follow during actual events and drills. Another gap identified was regarding the use of the Centers for Disease Control guidance for reporting nationally notifiable disease. A third gap identified was our Health Alert Network compliance with Centers for Disease Control messaging guide for directory exchange.

Additionally, the Public Health Emergency Preparedness Project Officer approved entering into an agreement with this vendor.

In New Hampshire the agency notification system is the Health Alert Network. Department of Health and Human Services staff uses health information in various systems to determine illness and control outbreaks. The agency notification system sends notices and alerts to approximately 8,000 participants.

The Yale New Haven-Health Services Corporation will help New Hampshire meet grant requirements and sustain an audit by recommending steps to follow in the final gap analysis.

The vendor evaluation of our emergency information flow may lead to recommendations to purchase new software or make changes to the software we currently use.

- The system used for Health Alerting might need improvements to send information to Border States and the Centers for Disease Control using standards-based common alerting protocols and the vendor will recommend methods to comply with that requirement.
- The system used for disease surveillance might need improvements to send messages using standards-based Health Level Seven messages to other disease surveillance systems and the vendor will recommend methods to comply with that requirement.
- The system used for Public Health Laboratories Laboratory Information Management might need improvements to provide disease reports to the Emergency Services Unit software using standards-based Health Level Seven messaging and the vendor will recommend methods to comply with that requirement.
- The system used for Advanced Registration of Volunteer Health Professionals might need improvements to share its person-based directory with bordering state systems and our Health Alert System using standards-based directory exchange protocols.

The implementation of the findings of this evaluation will be conducted over the remaining five-year grant period ending June 30, 2017.

Should Governor and Executive Council not authorize this Agreement, stakeholders will have less than optimal access to vital information which could create barriers or delays to launch a required intervention during a public health event or emergency.

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

- ▶ Identify stakeholders within the State of New Hampshire across public health, medical, law enforcement, and other disciplines that should be included in information exchange during public health events.
- ▶ Identify public health stakeholders that should be included in information exchange.
- ▶ Determine the levels of security clearance needed for information access across and between stakeholders.
- ▶ Define minimum requirements for information sharing for the purpose of developing and maintaining situational awareness during public health events.
- ▶ Share information (send and receive) within the Division of Public Health Services with identified stakeholders following available national standards for data vocabulary, storage, transport, security and accessibility.

Area served: State of New Hampshire

Source of Funds: One hundred percent (100%) Federal Funds from the U. S. Centers for Disease Control and Prevention's Public Health Emergency Preparedness program.

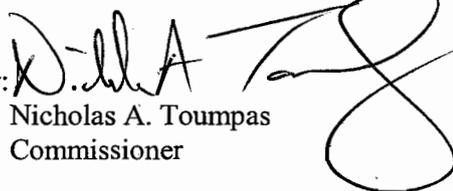
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



José Thier Montero, MD
Director

Approved by:



Nicholas A. Toumpas
Commissioner

JTM/DMK/gsb



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Peter C. Hastings
Acting Commissioner

April 30, 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 into a contract with the Yale New Haven Center for Emergency Preparedness and Disaster Response (YNH-CEPDR) of New Haven, CT as described below and referenced as DoIT No. 2013-137.

This is a request to enter into a contract for evaluation services for select DHHS IT systems and other agency notification systems to assure alignment with the Hospital Preparedness Program (HPP) and the Public Health Emergency Preparedness (PHEP) capabilities for informed, actionable, and sustainable grant-funded activities within the remaining 5-year grant period ending June 30, 2017. The contract shall become effective upon Governor and Executive Council approval, through June 30, 2013, in an amount not to exceed \$9,995.

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

Sincerely,

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

Peter C. Hastings

PCH/ltn
2013-137

cc: Brook Dupee, DHHS
Leslie Mason, DoIT

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF PUBLIC HEALTH SERVICES
CONTRACT 2013-137**

**Public Health Emergency Preparedness Information Sharing and Emergency Public Information and Warning Capabilities Assessment
AGREEMENT-PART 1**

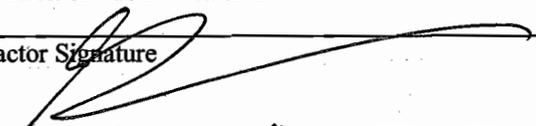
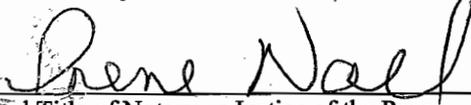
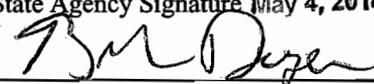
Subject: Public Health Emergency Preparedness Information Sharing and Emergency Public Information and Warning Capabilities Assessment

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 29 Hazen Drive, Concord NH 03301	
1.3 Contractor Name Yale New Haven-Health Services Corporation (YNH-HSC) through its division, Yale New Haven Center for Emergency Preparedness and Disaster Response		1.4 Contractor Address 1 Church Street, 5 th Floor New Haven, CT 06510	
1.5 Contractor Phone Number 203-688-5000	1.6 Account Number 05-95-90-902510-9055-500731	1.7 Completion Date 06/30/2013	1.8 Price Limitation \$9,995.00
1.9 Contracting Officer for State Agency Jose T. Montero, MD Director, Division of Public Health Services		1.10 State Agency Telephone Number 603-271-4501	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Gayle L. Capozzalo Executive Vice President	
1.13 Acknowledgement: State of, <u>CT</u> County of: <u>NEW HAVEN</u> On <u>April 18, 2013</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 			
1.13.2 Name and Title of Notary or Justice of the Peace IRENE NOEL NOTARY PUBLIC State of Connecticut My Commission Expires			
1.14 State Agency Signature May 4, 2014 		1.15 Name and Title of State Agency Signatory Brook S. 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>John C. Herick</u> <u>Shanne P. Herick, Attorney</u> On: <u>13 May 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

Handwritten initials and date: YC 4/11/13

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 HEALTH AND HUMAN SERVICES
Public Health Emergency Preparedness Information Sharing and
Emergency Public Information and Warning Capabilities Assessment
CONTRACT 2013-137
CONTRACT AGREEMENT – PART 2

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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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.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Agreement	A contract duly executed and legally binding.
AHEDD	Automated Hospital Emergency Discharge Data
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
CR	Change Request
Change Control	Formal process for initiating changes to the proposed solution or processes once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Communicator!NXT	Web based notification and alerting system by Cassidian Communications Corp.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
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 Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
Public Health Emergency Preparedness Information Sharing and
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	allows organizations to accurately distribute and allocate resources received from the Strategic National Stockpile during disasters.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Licensee	The State of New Hampshire
NHEDSS	New Hampshire Electronic Disease Surveillance System
NH ESAR-VHP	New Hampshire Emergency System for Advanced Registration of Volunteer Health Professionals
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
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
PHEP	Public Health Emergency Preparedness
Project	The planned undertaking regarding the entire subject matter of a 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 Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
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

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	project
Proposal	The Vendor's response submitted to the State's request for a proposal or statement of work.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services Division of Public Health Services 29 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies
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 <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
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 Proposal (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
TBD	To Be Determined

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Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the SOW.
Term	Period of the Contract from the Effective Date through <date for latest end of contract>
Transition Services	Services and support provided when the contracted vendor is supporting system changes.
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
Walk Through	A step-by-step review of a specification, usability features or design before it is handed off to the technical team for development
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 Services	The Services to be provided by the Vendor during the Warranty Period.
Work For Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State
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 <i>at least</i> 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 as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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YNH-HSC	Yale New Haven Health Services Corporation
YNH-CEPDR	Yale New Haven Center for Emergency Preparedness and Disaster Response

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This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services (“State”), and the Yale New Haven-Health Services Corporation (YNH-HSC) through its division, Yale New Haven Center for Emergency Preparedness and Disaster Response (“YNH-CEPDR”), having its principal place of business at 1 Church Street, 5th Floor New Haven, CT 06510.

The YNH-CEPDR will evaluate select DHHS IT systems and other agency notification systems to decide how national standards can be used (conversion/ consumption by compatible systems, etc.). Systems to be evaluated will include but may not be limited to: NH HAN, NHEDSS, AHEDD, IRMS and ESAR-VHP. The YNH-CEPDR will assess existing information sharing (system capabilities, policies and procedures). In addition, the YNH-CEPDR will evaluate emergency public information and warning systems, the State’s existing written plans, and methods used to identify stakeholders.

The following items will be the basis for assessment:

- Data exchange requirements and standards for these identified systems
- National best practices for public health information sharing and emergency public information and warning systems, stakeholders, data exchange elements and information flow processes
- The existing emergency information flow in the State of New Hampshire including stakeholders and communication receivers as identified in a workshop
- Existing capability gaps and options to consider for addressing these gaps including work plan, responsible parties, and timelines for implementation

The following items will be methods used in the assessment:

- Obtain and review relevant documentation and plans
- Conduct up to three one hour teleconferences with key stakeholders
- Conduct one in person workshop (up to four hours) to collect information
- Collect information on other state PHEP best practices relative to Capabilities 4 and 6

The following items will be the work product of the assessment:

- Draft assessment of findings
- Conduct webinar presentation of draft findings
- Final assessment draft findings and recommended next steps
- Conduct one in-person review of final draft assessment and complete the work plan with timelines and priorities
- Submit final assessment document

The YNH-CEPDR’s assessment will assure alignment with the Hospital Preparedness Program (HPP) and the Public Health Emergency Preparedness (PHEP) capabilities for informed, actionable, and sustainable grant-funded activities within the remaining 5-year grant period ending June 30, 2017.

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RECITALS

The State desires to have YNH-CEPDR provide a Public Health Emergency Preparedness Information Sharing and Emergency Public Information and Warning Capabilities Assessment, and associated Services for the Department of Health and Human Services, Division of Public Health Services;

YNH-CEPDR wishes to provide a comprehensive analysis and recommendations around existing Information Technology (IT) systems, policies, and written plans for the State to make changes where necessary in order to be in alignment with HPP and PHEP grant requirements.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- a. Part 1 – State Terms and Conditions contained in the Form P-37
- b. Part 2 – The Contract Agreement
- c. Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Not used
 - Exhibit F- Not used
 - Exhibit G- Not used
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Not used
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Not used
 - Exhibit M – Not used
 - Exhibit N- YNH-CEPDR Proposal
 - Exhibit O- Certificates and Attachments
 - Exhibit P – DHHS Standard Exhibits C: Special Provisions
 - Exhibit Q – DHHS Standard Exhibit D: Certification Regarding Drug-Free Workplace Requirements.
 - Exhibit R – DHHS Standard Exhibit E: Certification Regarding Lobbying
 - Exhibit S – DHHS Standard Exhibit F: Certification Regarding Debarment, Suspension, and Other Responsibility Matters
 - Exhibit T – DHHS Standard Exhibit G: Certification Regarding the Americans with Disabilities Act Compliance
 - Exhibit U – DHHS Standard Exhibit H: Environmental Tobacco Smoke

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Exhibit V – DHHS Standard Exhibit I: Health Insurance Portability and Accountability Act

Exhibit W – DHHS Standard Exhibit J: Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance.

1.2 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*, as stated in the P37.
- b. State of New Hampshire, Department of Health and Human Services, Contract 2013-137.
- c. The Vendor's Proposal, dated February 15, 2013.

1.3 Non-Exclusive, FIRM FIXED PRICE BY DELIVERABLE Contract

This is a Non-Exclusive, Firm Fixed Price (FFP) by Deliverable Contract with price and term limitations as set forth in the Contract.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. YNH-CEPDR shall not be responsible for any delay, act, or omission of such other contractors, except that YNH-CEPDR shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of YNH-CEPDR.

2. CONTRACT TERM

2.1 Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2103.

YNH-CEPDR shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require YNH-CEPDR to commence work prior to the Effective Date; however, if YNH-CEPDR commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of YNH-CEPDR. In the event that the Contract does not become effective, the State shall be under no obligation to pay YNH-CEPDR for any costs incurred or Services performed.

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Time is of the essence in the performance of YNH-CEPDR's obligations under the Contract.

3. COMPENSATION

3.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

4. CONTRACT MANAGEMENT

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

4.1 YNH-CEPDR Contract Manager

YNH-CEPDR shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. YNH-CEPDR's Contract Manager is:

Elin Nilsen
Program Specialist
Yale New Haven Health System Corp.
Yale New Haven Center for Emergency Preparedness and Disaster Response
1 Church Street, 5th Floor
New Haven, CT 06510
Phone: 203-688-4569
Fax: 203-688-4618
Email: elin.nilsen@ynhh.org

4.2 YNH-CEPDR Project Manager

4.2.1 Contract Project Manager

YNH-CEPDR shall assign a Project Manager who meets the requirements of the Proposal dated February 15, 2013. YNH-CEPDR's selection of the YNH-CEPDR Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed YNH-CEPDR Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of YNH-CEPDR's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 YNH-CEPDR Project Manager shall have full authority to make binding decisions under the Contract, and shall function as YNH-CEPDR's representative for administrative and management matters. YNH-CEPDR's

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Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. YNH-CEPDR's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. YNH-CEPDR's Project Manager must work diligently and use his/ her best efforts on the Project. YNH-CEPDR's Project Manager must be qualified to perform the obligations required of the position under the Contract.

4.2.3 YNH-CEPDR shall not change its assignment of YNH-CEPDR Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of YNH-CEPDR's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than YNH-CEPDR Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in the Proposal dated 2/15/13); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. YNH-CEPDR shall assign a replacement YNH-CEPDR Project Manager within ten (10) business days of the departure of the prior YNH-CEPDR Project Manager, and YNH-CEPDR shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim YNH-CEPDR Project Manager.

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

4.2.5 The YNH-CEPDR Project Manager is:

Eileen Blake, MPH
Yale New Haven Health System Corp.
Center for Emergency Preparedness and Disaster Response
Manager, Exercise and Evaluation
1 Church Street 5th Floor
New Haven, CT 06510
Phone: 203-688-2519 (office)
Fax: 203-688-4618
Email: eileen.blake@ynhh.org

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4.3 YNH-CEPDR Key Project Staff

- 4.3.1** YNH-CEPDR shall assign Key Project Staff who meet the requirements of the Contract, and can conduct the assessment while meeting the requirements set forth in the Proposal dated 2/15/13. The State may conduct reference and background checks on YNH-CEPDR Key Project Staff. The State reserves the right to require removal or reassignment of YNH-CEPDR's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.
- 4.3.2** YNH-CEPDR shall not change any YNH-CEPDR Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of YNH-CEPDR Key Project Staff will not be unreasonably withheld. The replacement YNH-CEPDR Key Project Staff shall have comparable or greater skills than YNH-CEPDR Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in Proposal dated 2/15/13. This project will be conducted by an experienced project team consisting of YNH-CEPDR Public Health Emergency Preparedness Analyst and a Manager of Exercises and Evaluation.
- 4.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare YNH-CEPDR in default and to pursue its remedies at law and in equity, if YNH-CEPDR fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 YNH-CEPDR Key Project Staff shall consist of the following individuals in the roles identified below:

YNH-CEPDR's Key Project Staff:

<u>Key Member(s)</u>	<u>Title</u>
Brienne Lenart	Emergency Management Analyst II
Eileen Blake, MPH	Project Manager II
James Paturas, CEM, CBCP, EMTP, FACCP	Senior Consultant
Elaine Chapman, MCP	Quality Assurance Specialist II
Michael Mozzer, MEP	Emergency Management Analyst II

4.4 State Contract Manager

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

Mark Andrew
Department of Health and Human Services
29 Hazen Drive

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Concord, New Hampshire 03301
Tel: (603) 271-4493
Fax: (603) 271-0545
Email: MAndrew@dhhs.state.nh.us

4.5 State Project Manager

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

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

The State Project Manager is:

Gerald Bardsley
Department of Health and Human Services
29 Hazen Drive
Concord, New Hampshire 03301
Tel: (603) 271-0548
Fax: (603) 271-4783
Email: jbardsley@dhhs.state.nh.us

4.6 State Meetings and Reports

The State believes that effective communication and reporting is essential to Project success.

YNH-CEPDR Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

Introductory Meeting: Participants will include YNH-CEPDR Key Project Staff and State Personnel from both DHHS and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

Kickoff Meeting: Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

Status Meetings: Participants will include, at the minimum, the YNH-CEPDR Project Manager and the State Project Manager. These meetings will be conducted at least weekly. A status and error report from YNH-CEPDR shall serve as the basis for discussion.

The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a weekly basis, in accordance with the Contract.

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Special Meetings: Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The YNH-CEPDR Project Manager or YNH-CEPDR Key Project Staff shall submit weekly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

As reasonably requested by the State, YNH-CEPDR shall provide the State with information or reports regarding the Project. YNH-CEPDR shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

4.7 State-Owned Documents and Data

YNH-CEPDR 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 termination of the Contract, YNH-CEPDR shall turn over all State Owned Documents; material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. State Owned Documents must be provided in both printed and electronic format.

4.8 Records Retention and Access Requirements

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

YNH-CEPDR 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. YNH-CEPDR 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 appeal period.

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Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State 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. YNH-CEPDR 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 YNH-CEPDR's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4.9 Accounting Requirements

YNH-CEPDR 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.

4.10 Background Checks

The State may, at its sole expense, conduct background screening of the YNH-CEPDR Project Manager and YNH-CEPDR Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1 Deliverables and Services

YNH-CEPDR shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from YNH-CEPDR that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify YNH-CEPDR in writing of its acceptance or rejection of the Deliverable within three (3) business days of the State's receipt of YNH-CEPDR's written Certification. If the State rejects the Deliverable, the State shall notify YNH-CEPDR of the nature and class of the Deficiency and YNH-CEPDR shall correct the Deficiency within the period identified in the Work Plan. If no period for YNH-CEPDR's correction of the Deliverable is identified, YNH-CEPDR shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall

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have five (5) business days to review the Deliverable and notify YNH-CEPDR of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If YNH-CEPDR fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require YNH-CEPDR to continue until the Deficiency is corrected, or immediately terminate the Contract, declare YNH-CEPDR in default, and pursue its remedies at law and in equity.

6. SOFTWARE

Exhibit J. Software License and Related Terms will not be used.

7. WARRANTY

YNH-CEPDR shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

8. SERVICES

YNH-CEPDR shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

8.1 Administrative Services

YNH-CEPDR shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

8.2 Implementation Services

Exhibit E: *Implementation Services* will not be used.

9. WORK PLAN DELIVERABLE

YNH-CEPDR shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. YNH-CEPDR shall update the Work Plan as necessary, but no less than weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve YNH-CEPDR from liability to the State for damages resulting from YNH-CEPDR's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, YNH-

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CEPDR must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of YNH-CEPDR or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by YNH-CEPDR 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 YNH-CEPDR's failure to fulfill its obligations under the Contract.

10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of YNH-CEPDR's receipt of a Change Order, YNH-CEPDR shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

YNH-CEPDR 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 YNH-CEPDR's requested Change Order within five (5) business days. The State 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 YNH-CEPDR to the State, and the State acceptance of YNH-CEPDR'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.

11. INTELLECTUAL PROPERTY

11.1 State's Business

The State shall hold all ownership, title, and rights in any Deliverables and Documentation developed in connection with performance of obligations under this Contract. The State shall have sole right to produce, publish, or otherwise use such Deliverables and Documentation and to authorize others to do so in accordance with 45 CFR 95.917.

11.2 YNH-CEPDR's Materials

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

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the State Confidential Information by YNH-CEPDR employees or third party consultants engaged by YNH-CEPDR.

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

11.3 Copyright

WWW Copyright and Intellectual Property Rights

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

11.4 Survival

This SOW Section 11: *Intellectual Property* shall survive the termination of the Contract.

12. USE OF STATE'S INFORMATION, CONFIDENTIALITY

12.1 Use of State's Information

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

12.2 State Confidential Information

YNH-CEPDR shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to YNH-CEPDR in connection with its performance under the Contract, regardless of its form. Any disclosure of the State Confidential Information shall require the prior written approval of the State. YNH-CEPDR shall immediately notify the State if any request, subpoena or other legal process is served upon

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YNH-CEPDR regarding the State Confidential Information, and YNH-CEPDR shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State. In the event of the unauthorized release of State Confidential Information, YNH-CEPDR shall immediately notify the State, and the State may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

12.3 YNH-CEPDR Confidential Information

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

12.4 Survival

This SOW Section 12, *Use of State's Information, Confidentiality*, shall survive termination of the Contract.

13. GENERAL PROVISIONS

13.1 Conditional Nature of Contract

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving YNH-CEPDR 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: *Account No.* of the *Contract Agreement* in the event funds in that account are reduced or unavailable.

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13.2 Compliance by YNH-CEPDR with Laws and Regulations: Equal Employment Opportunity

- 13.2.1** In connection with the performance of the Contract, YNH-CEPDR shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon YNH-CEPDR, including, but not limited to, civil rights and equal opportunity laws. YNH-CEPDR shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, YNH-CEPDR shall comply with all applicable copyright laws.
- 13.2.2** During the term of the Contract, YNH-CEPDR shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.
- 13.2.3** If the Contract is funded in any part by monies of the United States, YNH-CEPDR 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 issues to implement these regulations. YNH-CEPDR further agrees to permit the State, or United States, access to any of YNH-CEPDR's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

13.3 Regulatory/Government Approvals

YNH-CEPDR shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

13.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide YNH-CEPDR with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow YNH-CEPDR to perform its obligations under the Contract.

13.5 Personnel

- 13.5.1** The performance of YNH-CEPDR's obligations under the Contract shall be carried out by YNH-CEPDR. YNH-CEPDR shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to

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	International Administrator, YNH-CEPDR		
Third	Joseph Bisson Vice President, Business Development, YNH-HSC	Nicholas A. Toumpas, Commissions of DHHS	20 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party.

13.7 Termination

This Section 13.7 shall survive the termination or Contract Conclusion.

13.7.1 Termination for Default

Unless otherwise provided in the Contract, the State shall provide YNH-CEPDR written notice of default, and YNH-CEPDR must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If YNH-CEPDR fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare YNH-CEPDR in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares YNH-CEPDR in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to YNH-CEPDR under this Contract;

13.7.1.1.2 Procure Services that are the subject of the Contract from another source, and YNH-CEPDR shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract, and to 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 limitation of liability set forth in this Contract; and

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, YNH-CEPDR shall provide the State with written notice of default, and the State shall cure the default within

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thirty (30) days of its receipt of the notice of default, unless otherwise extended by YNH-CEPDR.

- 13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

13.7.2 Termination for Convenience

- 13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to YNH-CEPDR. In the event of a termination for convenience, the State shall pay YNH-CEPDR the agreed upon price, if separately stated in this Contract, 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 under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

- 13.7.2.2 During the thirty (30) day period, YNH-CEPDR shall wind down and cease 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.

13.7.3 Termination for Conflict of Interest

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

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 YNH-CEPDR did not know, or reasonably did not know, of the conflict of interest.

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

13.7.4 Termination Procedure

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- 13.7.4.1** Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require YNH-CEPDR to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 13.7.4.2** After receipt of a notice of termination, and except as otherwise directed by the State, YNH-CEPDR 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 YNH-CEPDR and in which the 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 YNH-CEPDR has surrendered to the State all said property.
 - f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.8 Force Majeure

Neither YNH-CEPDR 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 YNH-CEPDR's inability to hire or provide personnel needed for YNH-CEPDR's performance under the Contract.

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13.9 YNH-CEPDR's Relation to the State

In the performance of the Contract, YNH-CEPDR is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither YNH-CEPDR nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

13.10 Assignment, Delegation and Subcontracts

13.10.1 YNH-CEPDR shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

13.10.2 YNH-CEPDR shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve YNH-CEPDR of any of its obligations under the Contract; nor affect any remedies available to the State against YNH-CEPDR that may arise from any event of default of the provisions of the contract. The State shall consider YNH-CEPDR to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

13.10.3 Notwithstanding the foregoing, nothing herein shall prohibit YNH-CEPDR from assigning the Contract to the successor of all or substantially all of the assets or business of YNH-CEPDR provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that YNH-CEPDR should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with YNH-CEPDR, its successors or assigns for the full remaining term of the Contract; continue under the Contract with YNH-CEPDR, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to YNH-CEPDR, its successors or assigns.

13.11 Indemnification

13.11.1 YNH-CEPDR shall indemnify, defend 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

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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 YNH-CEPDR, its personnel or agents in connection with YNH-CEPDR's performance of the Contract.

13.11.2 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.

13.11.3 Survival

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

13.12 Limitation of Liability

13.12.1 State

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 YNH-CEPDR shall not exceed two (2X) times the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form.

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.

13.12.2 YNH-CEPDR

Subject to applicable laws and regulations, in no event shall YNH-CEPDR be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and YNH-CEPDR's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to YNH-CEPDR's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

13.12.3 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. This covenant shall survive termination or Contract conclusion.

13.12.4 Survival

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This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

13.13 Insurance

13.13.1 YNH-CEPDR Insurance Requirement

YNH-CEPDR 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:

- a. 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 \$1,000,000 per occurrence; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

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- c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract 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 to the Contract and are incorporated therein by reference.

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

Address the Insurance Certificate Holder as:

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

13.14 Workers' Compensation

- 13.14.1** By signing the Contract the Vendor Contractor agrees, certifies and warrants that the Vendor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").
- 13.14.2** To the extent the Vendor is subject to the requirements of N.H. RSA chapter 281-A, the Vendor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities, which the person proposes to undertake pursuant to this Agreement. The Vendor shall furnish the Insurance Certificate Holder, 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 to the Contract and shall be incorporated therein by reference.
- 13.14.3** The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for the Vendor, or any subcontractor or employee of the Vendor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under the Contract.

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13.15 Waiver in Event of Default

No failure by either party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any 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 default on the part of YNH-CEPDR.

13.16 Notice

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

TO YNH-CEPDR:

YNH-CEPDR
International Administrator
Christopher M Cannon
1 Church Street, 5th Floor
New Haven, CT 06405
Tel: (203)688-5000

TO STATE:

State of New Hampshire
DHHS-DPHS
Director's Office
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4612

13.17 Amendment

The Contract 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.

13.18 Construction of Contract and Terms

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

13.19 Third Parties

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

13.20 Headings

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

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13.21 Contract Exhibits

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

13.22 Special Provisions

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

13.23 Sever ability

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

13.24 Venue and Jurisdiction

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

13.25 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

13.26 Entire Contract

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.

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EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Yale New Haven-Health Services Corporation (YNH-HSC) through its division, Yale New Haven Center for Emergency Preparedness and Disaster Response (“YNH-CEPDR”) shall provide the State with consulting Services and Deliverables, in accordance with the Specifications.

Prior to the commencement of work on Non-Software and Written Deliverables, YNH-CEPDR shall provide to the State a template, table of contents, or agenda for review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
1.	Conduct Project Kickoff Teleconference Meeting	Non-Software	May 1, 2013
2.	Work Plan	Written	May 10, 2013
3.	Communications and Change Management Plan	Written	May 10, 2013
4.	Review and Summary of PHEP Capabilities 4 and 6	Non-Software	May 10, 2013
5.	Review capability requirements: draft capabilities assessment approach	Written	May 15, 2013
6.	Conduct teleconference with key stakeholders	Non-Software	May 17, 2013
7.	Collect information on other state PHEP best practices	Non-Software	May 20, 2013
8.	Final capabilities assessment approach	Written	May 24, 2013
9.	Conduct capabilities assessment (onsite workshop)	Non-Software	May 29, 2013
10.	Conduct teleconference with key stakeholders	Non-Software	June 4, 2013
11.	Draft assessment findings	Written	June 7, 2013

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Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
12.	Conduct webinar presentation of draft findings	Non-Software	June 12, 2013
13.	Final assessment draft findings and recommended next steps	Written	June 19, 2013
14.	Knowledge Transfer Plan (review of the final draft assessment and complete work plan with timelines and priorities)	Non-Software	June 21, 2013
15.	Project Status Reports	Written	Bi-Weekly
16.	Conduct Project Exit Meeting	Non-Software	June 26, 2013

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

Firm Fixed Price by Deliverable

This is a Firm Fixed Price (FFP) by Deliverable Contract totaling \$ 9,995.00 for the period between the Effective Date through June 30, 2013. YNH-CEPDR shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow YNH-CEPDR to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment
1.	Conduct Project Kickoff Teleconference Meeting	Non-Software	May 1, 2013	\$483
2.	Work Plan	Written	May 10, 2013	
3.	Communications and Change Management Plan	Written	May 10, 2013	
4.	Review and Summary of PHEP Capabilities 4 and 6	Non-Software	May 10, 2013	
5.	Review capability requirements: draft capabilities assessment approach	Written	May 15, 2013	\$1,304
6.	Conduct teleconference with key stakeholders	Non-Software	May 17, 2013	
7.	Collect information on other state PHEP best practices	Non-Software	May 20, 2013	
8.	Final capabilities assessment approach	Written	May 24, 2013	
9.	Conduct capabilities assessment (onsite workshop)	Non-Software	May 29, 2013	\$6,038
10.	Conduct teleconference with key stakeholders	Non-Software	June 4, 2013	

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Table 1: Activity, Deliverable, or Milestone Price and Payment Table

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment
11.	Draft assessment findings	Written	June 7, 2013	\$2,170
12.	Conduct webinar presentation of draft findings	Non-Software	June 12, 2013	
13.	Final assessment draft findings and recommended next steps	Written	June 19, 2013	
14.	Knowledge Transfer Plan (review of the final draft assessment and complete work plan with timelines and priorities)	Non-Software	June 21, 2013	
15.	Project Status Reports	Written	Bi-Weekly	
16.	Conduct Project Exit Meeting	Non-Software	June 26, 2013	

Table 2 YNH-CEPDR Rates Pricing Worksheet (Hourly Rates) –

Position Title	SFY 2013 7/1/2012-6/30/13
Emergency Management Analyst II	\$112.74/hr
Project Manager II	\$176.07/hr
Senior Consultant	\$283.57/hr
Quality Assurance Specialist II	\$176.07/hr

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$9,995.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to YNH-CEPDR for all fees and expenses, of whatever nature, incurred by YNH-CEPDR in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:

Mark Andrew
NHDHHS-DPHS
29 Hazen Drive
Concord, NH 03301

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

Yale New Haven Health System Center for Emergency Preparedness and Disaster Response
1 Church Street – 5th Floor
New Haven, CT 06510

5. OVERPAYMENTS TO YNH-CEPDR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall not require a Project Holdback.

2013-137 Exhibit B-Price and Payment Schedule

Initial All Pages:

YNH-HSC's Initials 

Exhibit B

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EXHIBIT B
PRICE AND PAYMENT SCHEDULE

8. RIGHT TO OFFSET

The State reserves the right to offset from any amounts otherwise payable to YNH-CEPDR under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

14. Insurance

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and share 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 \$1,000,00 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 NH 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 Officers identified on 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.

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EXHIBIT D
ADMINISTRATIVE SERVICES

1. STATUS REPORTS

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

YNH-CEPDR shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State.

YNH-CEPDR's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. YNH-CEPDR must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming two week period
- e. Issues and concerns requiring resolution

2. STATE-OWNED DOCUMENTS AND DATA

YNH-CEPDR 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, YNH-CEPDR shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

YNH-CEPDR hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

3. ACCOUNTING REQUIREMENTS

YNH-CEPDR 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.

4. WORK HOURS

Vendor personnel shall not be working on site.

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EXHIBIT E
IMPLEMENTATION SERVICES

This exhibit is not used

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EXHIBIT F
TESTING SERVICES

This exhibit is not used

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EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

This exhibit is not used.



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EXHIBIT H
Project Requirements

SYSTEM REQUIREMENTS

1.1 Table - General Requirements

REQ #	Requirement/Deliverable	M/D/O	Y/M/N	Comments
GENERAL REQUIREMENTS				
G-1	The Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y	
G-2	The Vendor shall provide Project Staff as specified in the Contract.	M	Y	
G-3	Vendor shall submit a preliminary 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	Y	
G-4	The Vendor shall provide detailed bi-weekly reports on the progress of the Project.	M	Y	
G-5	Vendor shall assure that all Project Schedules, plans, status reports, and correspondence are maintained. Documentation utilizes industry standards such as Microsoft Word, Excel, Visio, Project and PDF formats.	M	Y	

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EXHIBIT H
Project Requirements

Table 1.4 Priority (or Mandatory) Business Requirements

REQ #	Requirement/Deliverable	M/D/O	Y/M/N	Comments
BUSINESS REQUIREMENTS				
B-1	Vendor shall conduct an analysis of existing information sharing and emergency public information and warning systems, plans and stakeholders in the State of New Hampshire government	M	Y	
B-2	Vendor shall conduct an analysis and provide valuable information to prepare a baseline for PHEP alignment around data exchange requirements and standards for these identified systems.	M	Y	
B-3	Vendor shall provide useful information for NH stakeholders to base future decisions on national best practices for public health information sharing and emergency public information and warning systems, stakeholders, data exchange elements and information flow processes	M	Y	
B-4	Vendor shall conduct a study of the existing emergency information flow in the State of New Hampshire including stakeholders and communication receivers as identified in a workshop	M	Y	

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Project Requirements

REQ #	Requirement/Deliverable	M/D/O	Y/M/N	Comments
BUSINESS REQUIREMENTS				
B-5	Vendor shall, by using methods, tools, and non-software provide an analysis of existing capability gaps and options to consider for addressing these gaps including work plan and recommended timelines for implementation	M	M	See suggested wording changes. The responsible parties and timelines will need to be identified by DHHS during the course of the workshop. YNH-CEPDR will document these in the final analysis
B-6	Vendor shall conduct project management including development and tracking of project work plan, identification and mitigation of project risk and development and implementation of a project change process as needed. •	M	Y	
B-7	Vendor shall conduct and provide documentation of up to four project meetings by teleconference	M	Y	
B-8	Vendor shall conduct provide a review and summary of PHEP Capabilities 4 (Emergency Public Information and Warning) and 6 (Information Sharing) to provide the basis of the capabilities assessment	M	Y	
B-9	Vendor shall conduct a review of PHEP Capabilities 4 and 6 requirements set forth in the PHEP Grant	M	Y	
B-10	Vendor shall create and provide to the state team, draft and final capabilities assessment	M	Y	
B-11	Vendor shall conduct	M	Y	

2013-137 Exhibit H Priority Responses

Initial All Pages:

YNH-HSC's Initials *SH*

Exhibit H

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Project Requirements

REQ #	Requirement/Deliverable	M/D/O	Y/M/N	Comments
	BUSINESS REQUIREMENTS			
	capabilities assessment			
B-12	Vendor shall obtain and review relevant documentation and plans	M	Y	
B-13	Vendor shall conduct up to three one hour teleconferences with key stakeholders	M	Y	
B-14	Vendor shall conduct one in person workshop (up to four hours) to collect information	M	Y	
B-15	Vendor shall Collect information on other state PHEP best practices relative to Capabilities 4 and 6	M	Y	
B-16	Vendor shall provide Draft assessment findings	M	Y	
B-17	Vendor shall conduct webinar presentation of draft findings	M	Y	
B-18	Vendor shall conduct a final assessment draft findings and recommended next steps	M	Y	
B-19	The Vendor shall conduct one in person review of final draft assessment and complete work plan with timelines and priorities	M	Y	

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EXHIBIT I
WORK PLAN

The Yale New Haven Center for Emergency Preparedness and Disaster Response (YNH-CEPDR) shall provide the New Hampshire Department of Health and Human Services (NH DHHS) with services to complete a Public Health Emergency Preparedness (PHEP) Information Sharing and Emergency Public Information and Warning Capabilities Assessment. With the recent Hospital Preparedness Program and Public Health Preparedness Program alignment and the extension of the grant period to five years, YNH-CEPDR recognizes NH DHHS's need for a comprehensive assessment current capabilities and recommendations for long term programmatic next steps. Based upon a thorough assessment of NH DHHS existing capabilities and combined with extensive PHEP experience and knowledge of nationwide best practices, YNH-CEPDR shall provide NH DHHS with informed, actionable and sustainable recommendations for the way ahead.

To conduct the NH DHHS PHEP Information Sharing and Emergency Public Information and Warning Capabilities Assessment, YNH-CEPDR will execute a multi-phased Project consisting of:

- Phase 1: Project Initiation*
- Phase 2: Project Design*
- Phase 3: Project Implementation*
- Phase 4: Project Close Out*

This Project will be conducted by an experienced project team consisting of a YNH-CEPDR Public Health Emergency Preparedness Analyst and YNH-CEPDR Manager of Exercises and Evaluation with comprehensive experience in critical project areas including the Public Health Emergency Preparedness Program cooperative agreement capabilities, program assessment, gap analysis and public health information sharing. Anticipated project start date is May 1 2013, and all project work will be completed by June 30, 2013.

At the conclusion of this Capabilities Assessment, NH DHHS will have a greater understanding of:

- Existing information sharing and emergency public information and warning systems, plans and stakeholders in the State of New Hampshire government
- Data exchange requirements and standards for these identified systems
- National best practices for public health information sharing and emergency public information and warning systems, stakeholders, data exchange elements and information flow processes
- The existing emergency information flow in the State of New Hampshire including stakeholders and communication receivers as identified in a workshop
- Existing capability gaps and options to consider for addressing these gaps including work plan, responsible parties and timelines for implementation

The proposed project Workplan is as follows:

#	Task	Duration	Start	Finish	Resources
1	NH DHHS PHEP Capability Assessment	41 days	5/1/2013	6/26/2013	
2	Project initiation Phase	8 days	5/1/2013	5/10/2013	
3	Review and summary of PHEP	8 days	5/1/2013	5/10/2013	EM Analyst II

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EXHIBIT I
WORK PLAN

	Capabilities 4 and 6 to provide basis of capabilities assessment				
4	Develop and submit project work plan	2 days	5/1/2013	5/2/2013	Project Manager II
5	Conduct a project kickoff teleconference used for communications and risk and change management	6 days	5/3/2013	5/10/2013	Project Manager II
6	Project Design Phase	8 days	5/13/2013	5/22/2013	
7	Obtain and review relevant documentation and plans	1 day	5/13/2013	5/13/2013	EM Analyst II
8	Review capability requirements	3 days	5/13/2013	5/15/2013	EM Analyst II
9	Draft capabilities assessment approach	1 day	5/16/2013	5/16/2013	Project Manager II, EM Analyst II
10	Conduct teleconference with key stakeholders	2 days	5/17/2013	5/20/2013	Project Manager II
11	Collect information on other state PHEP Best Practices	1 day	5/21/2013	5/21/2013	EM Analyst II
12	Final capabilities assessment approach	1 day	5/22/2013	5/22/2013	Project Manager II, EM Analyst II
13	Project Implementation Phase	20 days	5/23/2013	6/19/2013	
14	Conduct Capabilities assessment	20 days	5/23/2013	6/19/2013	
15	Conduct teleconference with key stakeholders	4 days	5/23/2013	5/28/2013	
16	Conduct 1 in person workshop (up to 4 hours) to collect information (assume assistance with note taking from DHHS)	1 day	5/29/2013	5/29/2013	EM Analyst II
17	Draft assessment findings	7 days	5/30/2013	6/7/2013	EM Analyst II, Quality Assurance Specialist II
18	Conduct webinar presentation of draft findings	3 days	6/10/2013	6/12/2013	EM Analyst II
19	Final assessment findings and recommended next steps	5 days	6/13/2013	6/19/2013	EM Analyst II
20	Project Close Out	5 days	6/20/2013	6/26/2013	
21	Conduct 1 in person knowledge transfer plan review of final draft assessment and complete work plan with timelines and priorities	2 days	6/20/2013	6/21/2013	EM Analyst II

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EXHIBIT I
WORK PLAN

22	Submit final project close out reports	3 days	6/24/2013	6/26/2013	EM Analyst II, Project Manager II, Senior Consultant, Quality Assurance Specialist II
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EXHIBIT J
SOFTWARE LICENSE

This exhibit is not used

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

The following Warranty provisions shall apply to the Functional Requirements Document, and Technical Specification, Services, Written Deliverables, and Non-software Deliverables.

1.1 Deliverables and Non-software Deliverables

YNH-CEPDR shall warrant that the Deliverables and the Non-Software Deliverables, including but not limited to the design, format, navigation, content, and interactive components, will conform to the specifications, terms, and requirements of the Contract.

1.2 Non-Infringement

YNH-CEPDR warrants that it has good title to, or the right to allow the State to use, all Services and Non-Software Deliverables provided under this Contract, and that such Services and Non-Software Deliverables ("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.

The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Material infringe their intellectual property rights, YNH-CEPDR shall defend and indemnify the State against the claim provided that the State:

Promptly notifies YNH-CEPDR in writing, not later than 30 days after the State receives actual written notice of such claim;
Gives YNH-CEPDR control of the defense and any settlement negotiations; and
Gives YNH-CEPDR the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If YNH-CEPDR believes or it is determined that any of the Material may have violated someone else's intellectual property rights, YNH-CEPDR may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, YNH-CEPDR may end the license, and require return of the applicable Material and refund all fees the State has paid YNH-CEPDR under the Contract. YNH-CEPDR will not indemnify the State if the State alters the Material without YNH-CEPDR's consent or uses it outside the scope of use identified in YNH-CEPDR's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. YNH-CEPDR will not indemnify the State to the extent that an infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by YNH-CEPDR. YNH-CEPDR will not indemnify the State to the extent that an infringement

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

claim is based upon the combination of any Material with any products or services not provided by YNH-CEPDR, without YNH-CEPDR's consent.

1.3 Services

YNH-CEPDR warrants that all Services to be provided under the Contract will be provided expeditiously, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.4 Personnel

YNH-CEPDR 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.

In the event YNH-CEPDR fails to correct a deficiency within the allotted period of time, the State may, at its option, 1) immediately declare YNH-CEPDR in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return YNH-CEPDR's Non-Software Deliverables and receive a full refund within ninety (90) days for all amounts paid to YNH-CEPDR under the Contract, including but not limited to, any applicable license fees; 3) pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract, the State's option to declare YNH-CEPDR in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

1.5 Warranty Period

The Warranty Period shall commence upon the State's acceptance of a Deliverable or Non-Software Deliverable for the duration of the contract.

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EXHIBIT L
TRAINING SERVICES

This exhibit is not used

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EXHIBIT M

This exhibit is not used

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EXHIBIT N
CONTRACTOR PROPOSAL BY REFERENCE

YNHHS-CEPRS Proposal dated February 15, 2013, is hereby incorporated by reference.

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Public Health Emergency Preparedness Information Sharing and Emergency Public Information and
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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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EXHIBIT P
NH DHHS STANDARD EXHIBIT C – SPECIAL PROVISIONS

SPECIAL PROVISIONS

1. **Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:
2. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
3. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
4. **Documentation:** In addition to the determination forms, required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
5. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
6. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
7. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

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EXHIBIT P
NH DHHS STANDARD EXHIBIT C – SPECIAL PROVISIONS

8. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
- 8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;
- 8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;
- 8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

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

9. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 9.1 **Fiscal Records:** Books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 9.2 **Statistical Records:** Statistical, enrollment, attendance, or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for

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EXHIBIT P
NH DHHS STANDARD EXHIBIT C – SPECIAL PROVISIONS

each recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

- 10. Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

- 11. Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directed connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

- 12. Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of

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the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports, and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document, etc.), was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Public Health Services, with funds provided in part or in whole by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the Contractor with respect to the operation of the facility or the provision of the services at such facility. If any government license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. Insurance: Select either (1) or (2) below:

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As referenced in the Request for Proposal, Comprehensive General Liability Insurance Acknowledgement Form, the Insurance requirement checked under this section is applicable to this contract:

Insurance Requirement for (1) - 501(c) (3) contractors whose annual gross amount of contract work with the State does not exceed \$500,000, per RSA 21-I:13, XIV, (Supp. 2006): The general liability insurance requirements of standard state contracts for contractors that qualify for nonprofit status under section 501(c)(3) of the Internal Revenue Code and whose annual gross amount of contract work with the state does not exceed \$500,000, is comprehensive general liability insurance in amounts of not less than \$1,000,000 per claim or occurrence and \$2,000,000 in the aggregate. *These amounts may NOT be modified.*

- X (1) The contractor certifies that it **IS** a 501(c) (3) contractor whose annual total amount of contract work with the State of New Hampshire does **not** exceed \$500,000.

Insurance Requirement for (2) - All other contractors who do not qualify for RSA 21-I:13, XIV, (Supp. 2006), Agreement P-37 General Provisions, 14.1 and 14.1.1. Insurance and Bond, shall apply: 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, both for the benefits of the State, the following insurance: 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 incident or occurrence. *These amounts MAY be modified if the State of NH determines contract activities are a risk of lower liability.*

- (2) The contractor certifies it does **NOT** qualify for insurance requirements under RSA 21-I:13, XIV (Supp. 2006).

17. **Renewal:**

The Contractor shall not have the option to renew this contract.

18. **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

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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.

19. 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.

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SPECIAL PROVISIONS – DEFINITIONS

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

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

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

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

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

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

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

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

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

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EXHIBIT Q
NH DHHS STANDARD EXHIBIT D – CERTIFICATION REGARDING DRUG-FREE WORKPLACE
REQUIREMENTS

STANDARD 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:

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- (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);
- (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).

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- 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.

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NH DHHS STANDARD EXHIBIT D – CERTIFICATION REGARDING DRUG-FREE WORKPLACE
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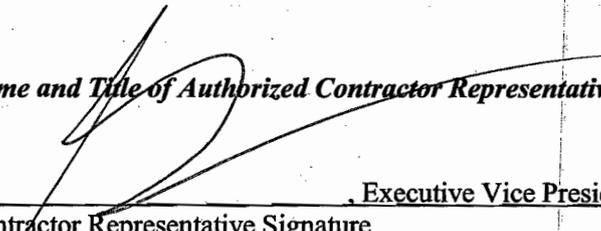
Place of Performance (street address, city, county, State, zip code) (list each location)

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

Yale New Haven Health System Corp.
Center for Emergency Preparedness and Disaster Response
Contractor Name

From: 5/15/13 or date of G&C
Approval, whichever is later To: 6/30/13
Period Covered by this Certification

Name and Title of Authorized Contractor Representative


_____, Executive Vice President
Contractor Representative Signature

4/18/13
Date

STATE OF NEW HAMPSHIRE
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EXHIBIT R
NH DHHS STANDARD EXHIBIT E – CERTIFICATION REGARDING LOBBYING

NH Department of Health and Human Services

Standard 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: May 1, 2013 or date of G&C Approval, whichever is later, 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.

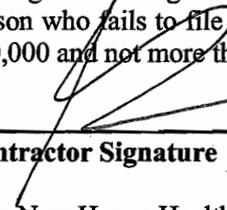
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NH DHHS STANDARD EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

	Gayle Capozzalo
Contractor Signature	Contractor's Representative Title
<u>Yale New Haven Health Services Corporation</u>	
<u>Yale New Haven Center for Emergency Preparedness and Disaster Response</u>	4/18/13
Contractor Name	Date

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EXHIBIT S
NH DHHS STANDARD EXHIBIT F – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

NH Department of Health and Human Services

Standard 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.

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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).
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;

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EXHIBIT S

NH DHHS STANDARD EXHIBIT F – CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS

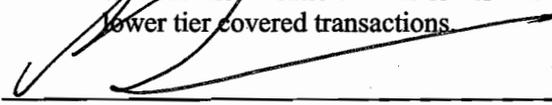
- c. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1 b of this certification; and
 - d. have not within a three-year period preceding this application/proposal had 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 Exclusion – Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



Contractor Signature

Executive Vice President

Contractor's Representative Title

Yale New Haven Health Services
Corporation
Yale New Haven Center for Emergency
Preparedness and Disaster Response

Contractor Name

4/18/13

Date

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EXHIBIT T
NH DHHS STANDARD EXHIBIT G – CERTIFICATION REGARDING AMERICANS WITH
DISABILITIES ACT COMPLIANCE

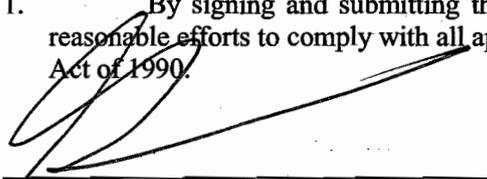
NH Department of Health and Human Services

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

Executive Vice President

Contractor's Representative Title

Yale New Haven Health Services
Corporation
Yale New Haven Center for Emergency
Preparedness and Disaster Response

Contractor Name

4/18/13

Date

STATE OF NEW HAMPSHIRE
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EXHIBIT U
NH DHHS STANDARD EXHIBIT H – CERTIFICATION REGARDING ENVIRONMENTAL
TOBACCO SMOKE

NH Department of Health and Human Services

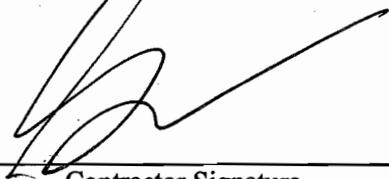
STANDARD EXHIBIT H

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

Executive Vice President

Contractor's Representative Title

Yale New Haven Health Services
Corporation
Yale New Haven Center for Emergency
Preparedness and Disaster Response

Contractor Name

4/18/13

Date

STATE OF NEW HAMPSHIRE
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DIVISION OF PUBLIC HEALTH SERVICES
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NH DHHS STANDARD EXHIBIT J V – CERTIFICATION REGARDING THE FEDERAL FUNDING
ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT

ML

NH Department of Health and Human Services

STANDARD 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.

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- 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.
- 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.

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- 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 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,

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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.
- 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

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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.

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- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to 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,

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the defense and indemnification provisions of section 3 d and standard contract
provision #13, shall survive the termination of the Agreement.

ML

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

DIVISION OF PUBLIC HEALTH SERVICES

**Yale New Haven Health Services
Corporation**

The State Agency Name

**Yale New Haven Center for Emergency
Preparedness and Disaster Response**

Name of Contractor

Signature of Authorized Representative
Representative

[Handwritten Signature]

Signature of Authorized

[Handwritten Signature]

**Lisa L. Bujno, MSN, APRN
~~Christine Adamski, RN, MSN~~**

Name of Authorized Representative

ML

Gayle Capozzalo

Name of Authorized Representative

BUREAU CHIEF

Title of Authorized Representative

Executive Vice-President

Title of Authorized Representative

Date **6-4-13**

Date **6/3/13**

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EXHIBIT W

NH DHHS STANDARD EXHIBIT J – CERTIFICATION REGARDING THE FEDERAL FUNDING
ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

STANDARD 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:

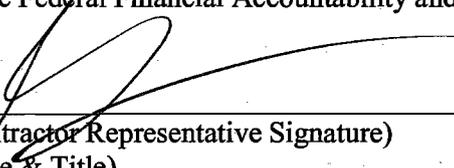
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The below named Contractor agrees to provide needed information as outlined above to the
NH Department of Health and Human Services and to comply with all applicable provisions
of the Federal Financial Accountability and Transparency Act.



(Contractor Representative Signature)
Name & Title)

Gayle Capozzalo
(Authorized Contractor Representative

Yale New Haven Health Services
Corporation
Yale New Haven Center for Emergency
Preparedness and Disaster Response

Contractor Name

4/18/13

Date

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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: 174835397

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 organization are as follows:

Name:

Amount:

Name:

Amount:

Name:

Amount:

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Name: [REDACTED]

Amount: [REDACTED]

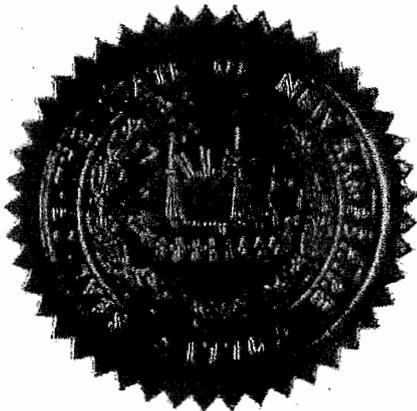
Name: [REDACTED]

Amount: [REDACTED]

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 Yale New Haven Health Services Corporation, a(n) Connecticut nonprofit corporation, registered to do business in New Hampshire on March 27, 2013. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April, A.D. 2013

William M. Gardner

William M. Gardner
Secretary of State



Yale-New Haven Hospital Inc.

I, Robert Haversat, Secretary of Yale-New Haven Hospital, an entity lawfully organized and existing under the laws of the State of Connecticut do hereby certify that the following is a true and correct copy of resolutions adopted on the 28th day of June, 2012 by the Board of Trustees of Yale-New Haven Hospital in accordance with all of its documents of governance and management and the laws of the State of Connecticut, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: that Joseph R. Crespo, Chairman, Marna P. Borgstrom, Chief Executive Officer, Richard D'Aquila, President and Chief Operating Officer, James M. Staten, Senior Vice President, Finance, or any one of them, be and they hereby are authorized to execute contracts on behalf of Yale-New Haven Hospital, Inc. with the State of Connecticut, or any agency thereof wherein Yale-New Haven Hospital, Inc. undertakes to perform services for any governmental agencies with respect to patient care, teaching, research or planning on a reimbursable basis.

IN WITNESS WHEREOF, the undersigned has executed this certificate this 9 day of

May, 2013.

A handwritten signature in black ink, appearing to read 'Robert A. Haversat', written over a horizontal line.

Robert A. Haversat
Secretary
Yale-New Haven Hospital, Inc.

Effective June 28, 2012

(seal)



*State of Connecticut
Workers' Compensation Commission*

**CERTIFICATE OF SELF-INSURANCE AND FINANCIAL
ABILITY TO PAY COMPENSATION DIRECTLY TO
INJURED EMPLOYEES OR OTHER BENEFICIARIES**

This is to Certify that YALE-NEW HAVEN HEALTH SERVICES CORPORATION

of 789 Howard Street, New Haven, CT 06510

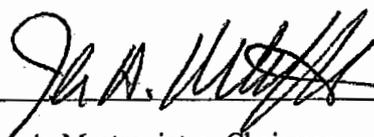
operating in the State of Connecticut, an employer of labor, has furnished to the undersigned satisfactory proof of its present financial ability to pay directly to injured employees, or other beneficiaries, the several compensations that may be awarded under the provisions of the Workers' Compensation Act.

This Certificate is valid from May 1, 2013 through April 30, 2014,
unless sooner revoked.

Dated at Hartford, CT this 9th day of April 20 13.

THIS CERTIFICATE INCLUDES:

- Yale-New Haven Hospital
- Yale-New Haven Ambulatory Serv. Corp.
- York Enterprises, Inc.
- Medical Center Pharmacy and Home
Care Center, Inc.
- YNH Geriatric Services, P.C.
- YNH Medical Services, P.C.
- Shoreline Medical Center
- YNHH-MSO, Inc.
- Northeast Medical Group, Inc.
- YNHCCC (d/b/a Grimes Center)

Attest 
 John A. Mastropietro, Chairman
 State of Connecticut
 Workers' Compensation Commission
 21 Oak Street
 Hartford, Connecticut 06106



CERTIFICATE OF INSURANCE

ISSUE DATE
5/2/2013

PRODUCER
MCIC VERMONT, INC.
76 St. Paul Street
Suite # 500
Burlington, VT 05402-1530
(770) 551-5060

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	MCIC VERMONT, INC. (A RISK RETENTION GROUP)
COMPANY LETTER	B	
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED
Yale-New Haven Hospital
One Church Street
5th Floor
New Haven, CT 06510

COVERAGES

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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF DATE	POLICY EXP DATE	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S CONTRACTOR'S PROT. <input type="checkbox"/> _____	PR1113	01/01/2013	12/31/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS-COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,500,000.00</td></tr> <tr><td>FIRE DAMAGE (Any One Item)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXPENSE (Any One Per)</td><td style="text-align: right;">\$</td></tr> </table>	GENERAL AGGREGATE	\$	PRODUCTS-COMP/OP AGG	\$	PERSONAL & ADV INJURY	\$	EACH OCCURRENCE	\$ 2,500,000.00	FIRE DAMAGE (Any One Item)	\$	MED EXPENSE (Any One Per)	\$
GENERAL AGGREGATE	\$																
PRODUCTS-COMP/OP AGG	\$																
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EACH OCCURRENCE	\$ 2,500,000.00																
FIRE DAMAGE (Any One Item)	\$																
MED EXPENSE (Any One Per)	\$																
	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 <input type="checkbox"/> GARAGE LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per Person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per Accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT	\$	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per Accident)	\$	PROPERTY DAMAGE	\$				
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PROPERTY DAMAGE	\$																
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$								
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AGGREGATE	\$																
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>STATUTORY LIMITS</td><td style="text-align: right;">\$</td></tr> <tr><td>EACH ACCIDENT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-POLICY LIMIT</td><td style="text-align: right;">\$</td></tr> <tr><td>DISEASE-EACH EMPLOYEE</td><td style="text-align: right;">\$</td></tr> </table>	STATUTORY LIMITS	\$	EACH ACCIDENT	\$	DISEASE-POLICY LIMIT	\$	DISEASE-EACH EMPLOYEE	\$				
STATUTORY LIMITS	\$																
EACH ACCIDENT	\$																
DISEASE-POLICY LIMIT	\$																
DISEASE-EACH EMPLOYEE	\$																
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL

The certificate holder is named as an additional insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Health & Human Services
29 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED

