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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shibinette
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9200 1-800-852-3345 Ext. 9200

Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Lori A. Weaver
Deputy Commissioner

May 26, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a Retroactive amendment to an existing contract with Vault Medical Service, P.A. (VC#382862), Dobbs Ferry, NY, for at-home COVID-19 testing, with no change to the price limitation of \$8,000,000 and no change to the contract completion date of June 30, 2022, effective retroactive to December 22, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on November 22, 2021, Late Item #A.

Funds are available in the following account for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	103-502664	Contracts for Oper Svc	95010690	\$1,000,000	\$0	\$1,000,000
			Total	\$1,000,000	\$0	\$1,000,000

05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	103-502664	Contracts for Oper Svc	00FRF602P H9508B	\$8,000,000	(\$8,000,000)	\$0
			Subtotal	\$8,000,000	(\$8,000,000)	\$0

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

**05-95-95-950010-19920000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: COMMISSIONER'S OFFICE , OFFICE OF THE COMMISSIONER, DHHS ARPA
TO CRF**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90199250	\$0	\$8,000,000	\$8,000,000
			Subtotals	\$0	\$8,000,000	\$8,000,000
			Totals	\$8,000,000	\$0	\$8,000,000

EXPLANATION

This item is **Retroactive** because on December 22, 2021, the Governor and Executive Council approved Late Item #C, which changed the funding source of the Agreement from ARPA SFRF to CARES CRF. 2 CFR § 200.332 requires the Department to specify the federal funding in the Agreement. Consequently, this request is made retroactively to comply with federal requirements and reflect funding source change previously approved.

Any individual in the State is eligible to receive a COVID-19 test. An individual can order tests through the vendor portal and receive them directly at their residence. Schools, homeless shelters, municipalities, Federally Qualified Health Centers, Regional Public Health Networks, and private nonprofit daycare centers are also eligible to receive tests directly. Qualifying organizations in the State of New Hampshire will continue submitting requests to the Contractor to obtain an allocation of COVID-19 tests. Upon the Department's approval, the COVID-19 test(s) are directly mailed to the organization. The Contractor mails the organization or individual the COVID-19 test(s) with prepaid return postage envelope via overnight United Parcel Service (UPS). The Contractor works with the Department to confirm UPS Pick-Up points or alternatives to ensure that equitable drop-off locations are available.

The Department will continue monitoring contracted services by reviewing weekly reports on the number of individuals tested.

As referenced in Exhibit A of the original agreement, the parties have the option to extend the agreement for up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, the Department will not be in compliance with CFR 2 CFR § 200.331 and will not have the proper funding reflected within the Agreement.

Area served: Statewide

Source of Federal Funds: CFDA #21.027

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the At-Home COVID-19 Testing contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Vault Medical Service, P.A. ("the Contractor");

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on November 22, 2021, (Late Item #A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Agreement Provisions, Paragraph 1, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to modify the scope of services and the funding source to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms, Section 1, by adding Subsection 1.3, to read:

1.3. This agreement is funded by:

1.3.1. 89%, Federal Funds from the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020, as awarded on December 17, 2021 by the Centers for Disease Control and Prevention, CFDA #21.09.

1.3.2. 11% Federal Funds, from Disaster Grants - Public Assistance (Presidentially Declared Disasters) by the United States Department of Homeland Security (DHS), CFDA #97.036, FAIN #4516DRNHP00000001.

2. Modify Exhibit B, Scope of Services, Section 2, by adding Subsection 2.21, to read:

2.21. The Contractor shall provide test results, up to the date the COVID-19 test expires or twelve (12) months after contract completion (whichever is earlier), to individuals who receive a COVID-19 test prior to contract completion.

DS
AP

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to December 22, 2021 upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/14/2022

Date

DocuSigned by:
Patricia M. Tilley
848EB38F58FD4C8

Name: Patricia M. Tilley
Title: Director

6/14/2022

Date

Vault Medical Service, P.A.
DocuSigned by:
Alex Patuszak
4FE83B762CD8458...

Name: Alex Patuszak
Title: chief clinical officer

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2022

Date

DocuSigned by:
Robyn Guarino
748734844941480

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

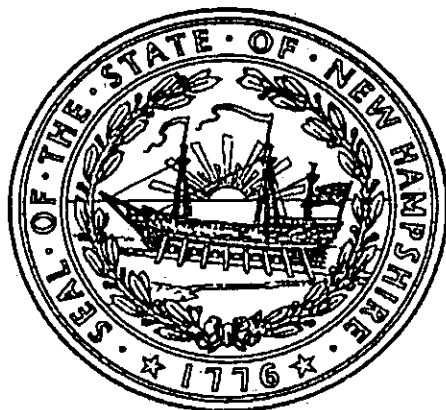
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that VAULT MEDICAL SERVICES, P.A. is a Florida Professional Profit Corporation registered to transact business in New Hampshire on January 28, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 835653

Certificate Number: 0005790509



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Donny Perez, D.O., hereby certify that:
Donny Perez

1. I am the owner of Vault Medical Services, P.A.

2. I represent that Dr. Alexander Pastuszak, MD, PhD is duly authorized on behalf of Vault Medical Services, P.A., to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that this authorization remains in full force and effect for **thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 14, 2022



Signature of Owner

Name: Donny Perez, D.O.

Title: President

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/07/2022

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

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


PRODUCER Marsh & McLennan Agency LLC 350 Madison Ave., 7th Floor New York, NY 10017	CONTACT NAME: M'lynda Webb-Kopacka
	PHONE (A/C, No, Ext): 212-850-0153 FAX (A/C, No): E-MAIL ADDRESS: M'lynda.Webb@MarshMMA.com
INSURED Vault Medical Services, PA 255 Alhambra Circle, Suite 700 Coral Gables, FL 33134	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Lloyd's Syndicate 2623 555555
	INSURER B : Technology Insurance Company, Inc 42376
	INSURER C :
	INSURER D :
	INSURER E :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$100K <input checked="" type="checkbox"/> E.B. Ded: \$100K GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			W305C6210101	09/25/2021	09/25/2022	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$See Remarks MED EXP (Any one person) \$See Remarks PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 E.B. Liab. \$5,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> \$100k SIR			W305C6210101	09/25/2021	09/25/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC4001873	06/21/2021	06/21/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Prof. Liab.			W305C6210101	09/25/2021	09/25/2022	\$5,000,000
A	Cyber Liab.			W30608210101	09/21/2021	09/21/2022	\$5,000,000
A	Cyber Liab.			W30608210101	09/21/2021	09/21/2022	\$500K SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fire Legal/Damaged to rented premises: \$100K per premises / \$300K Aggregate.
 Med Pay: \$5,000 per accident / \$25,000 Aggregate.
 Overall Policy Aggregate for all coverage parts: \$5,000,000.
 RE: Extension of services past June 30th.

CERTIFICATE HOLDER New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

Lori A. Shlbinette
Commissioner

Lori A. Weaver
Deputy Commissioner

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

November 16, 2021

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Office of the Commissioner, to enter into a Sole Source contract with Vault Medical Service, P.A. (VC#382862), Dobbs Ferry, NY, in an amount not to exceed \$8,000,000 for at-home COVID-19 testing, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2022. 100% Federal Funds.
2. Authorize the Department of Health and Human Services, Office of the Commissioner, to make unencumbered payments in the amount of \$1,000,000 for at-home COVID-19 testing until such time the Federal Emergency Management Agency (FEMA) reimbursement rate drops below 100%. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2022, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

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

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	103-502664	Contracts for Oper Svc	95010690	\$1,000,000
			Total	\$1,000,000

05-095-094-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL RECOVERY FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	103-502664	Contracts for Oper Svc		\$8,000,000
			Total	\$8,000,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

EXPLANATION

This request is **Sole Source** because the Contractor has the capacity to provide the State with at-home polymerase chain reaction (PCR) COVID-19 tests conducted on saliva-based samples, which allows for the easy transport of specimens within prepaid return envelopes to the Contractor's laboratory. The Contractor is immediately able to ship COVID-19 specimen collection kits to New Hampshire residents in any location across the state along with prepaid overnight return envelopes. The Contractor is also able to ship specimen collection kits with return envelopes in bulk quantities to locations approved by the Department, such as schools and other locations, in order to reduce the turnaround time that persons wait until they receive their test results.

The Department is requesting to utilize unencumbered Federal Emergency Management Agency (FEMA) funds for COVID-19 testing for eligible individuals who support the safe operation of schools, homeless shelters, municipalities, Federally Qualified Health Centers, and private nonprofit day care centers, while FEMA funding requests are still reimbursed at 100% federal share. If the FEMA reimbursement rates drop below 100% or if the total exceeds \$1,000,000, the Department will utilize the American Rescue Plan Act (ARPA) funds. Currently the 100% FEMA reimbursement rate is scheduled to end on April 1, 2022 at which time it will decrease a lower reimbursement rate and require a match from the State; the exact rate is unknown at this time. For COVID-19 tests mailed to individuals who do not qualify under FEMA's provisions for testing reimbursement (i.e. persons who are not directly involved in the safe operation of qualified entities), the Department will utilize ARPA funds because FEMA will not reimburse such costs. In no event, shall the Department pay the contractor more than the \$8 million price limitation included in the contract.

The population served includes schools, homeless shelters, municipalities, Federally Qualified Health Centers, private nonprofit day care centers, private homes in the State of New Hampshire, and other locations as approved by the Department. The exact number of residents of the State of New Hampshire served will depend on the trajectory of the COVID-19 pandemic. The Department expects this contract will allow for more than 100,000 COVID-19 tests to be administered.

Any individual in the State is eligible to receive a COVID-19 test. An individual can order tests through the vendor portal and receive them directly at their residence. Schools, homeless shelters, municipalities, Federally Qualified Health Centers, Regional Public Health Networks, and private nonprofit daycare centers are also eligible to receive tests directly. Qualifying organizations in the State of New Hampshire will submit a request to the Contractor to obtain an allocation of COVID-19 tests. Upon the Department's approval, the COVID-19 test(s) will be directly mailed to the organization. The Contractor will mail the organization or individual the COVID-19 test(s) with prepaid return postage envelope via overnight United Parcel Service (UPS). The Contractor will work with the Department to confirm UPS Pick-Up points or alternatives ensure that equitable drop-off locations are available.

The Contractor will provide instructions via paper directions on how to self-administer the test and submit the sample within a prepaid envelope to send to the Contractor's laboratory (a video conference option is available at individual request at an increased price for that test to process). Within 48 hours of the test being received, the Contractor will provide the test results to the person tested. This type of at-home COVID-19 testing reduces the needs for in-person specimen collection and allows New Hampshire residents to have an additional at-home test option other than antigen-based tests, which currently are in shortage nationally and only have U.S. Food and Drug Administration (FDA) emergency use authorization for symptomatic persons. PCR tests have FDA authorization for both symptomatic and asymptomatic persons.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

The State continues to experience a surge of COVID-19 cases and additional options for COVID-19 testing are needed to alleviate demand on our healthcare system and allow for provision of more direct patient care. This contract provides for more and faster testing - when compared to relying on appointment-based in-person testing locations - to ensure quicker returns to school or work for persons with symptoms of COVID-19 who subsequently test negative for COVID-19 or for those who have a testing requirement at their jobs. The quicker return to work and school will further allow for the continued strength of the Granite State economy. The additional at-home test option also means increased access to COVID-19 tests in rural or medically underserved areas who have less access to services.

The Department is monitoring contracted services by reviewing weekly reports on the number of individuals tested.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

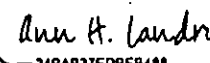
Should the Governor and Council not authorize this request, individuals across the State may have trouble accessing COVID-19 testing services in a timely manner to avoid potentially spreading COVID-19 or confirm a negative status and return to work or school.

Area served: Statewide

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

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

Respectfully submitted,

DocuSigned by:

240AB37E08EB488...

Lori A. Shibinette
Commissioner


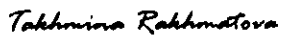
Subject: At-Home COVID-19 Testing (SS-2022-DPHS-18-ATHOM-01)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Vault Medical Service, P.A.		1.4 Contractor Address 255 Alhambra Circle, Suite 700, Coral Gables, FL 33134	
1.5 Contractor Phone Number (212) 880-5494	1.6 Account Number 05-95-095-950010-1919	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$8,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 11/18/2021		1.12 Name and Title of Contractor Signatory Dr. Alexander Pastuszek Chief Clinical Officer and Vice President	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 11/18/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: By:  On: 11/18/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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Date 11/18/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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Contractor Initials
Date 11/18/2021

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 9, Terminations, is amended as follows:

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor 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 ten (10) 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 Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, this includes State Data held by the Contractor's subcontractors.

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT A

- e. 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;
- f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Additional Requirements section of this contract.; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 This covenant in paragraph 9 shall survive the termination of this Contract.

1.3. Paragraph 10, Data/Access/Confidentiality/Preservation, is amended by adding the following subparagraphs as follows:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements Exhibit.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
- c. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

10.6 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State that would not otherwise be reasonably deemed confidential or proprietary. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT A

information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.7 This covenant in paragraph 10 shall survive the termination of this Contract.

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

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

1.5. The following Provisions are added and made part of Form P-37:

25. FORCE MAJEURE

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

25.2

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

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

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

Scope of Services

1. Definitions:

- 1.1. **"COVID-19 Test" or "Test"** means a diagnostic antigen-based assay or polymerase chain reaction-based (PCR) test intended for the qualitative detection of nucleic acid from SARS-CoV-2, in oropharyngeal (throat) swab, nasopharyngeal swab, anterior nasal swab, mid-turbinate nasal swab and/or saliva specimens. Each Test shall be an approved laboratory developed test ("LDT"). Processing and analysis of each Test shall be limited to Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. §263a certified high-complexity laboratories (each, a "Laboratory").
- 1.2. For the purposes of this agreement, all references to days shall mean calendar days.
- 1.3. Individual – Person receiving the COVID-19 test, as defined above, age 18 or older or under age 18 with parent/guardian prior written approval.
- 1.4. Laboratory – Location where the COVID-19 tests are mailed to, via the pre-paid UPS envelope.
- 1.5. "State Data" means all Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.

2. Statement of Work

- 2.1. The Contractor shall provide COVID-19 Test(s), at the direction of the Department, in this agreement to the following locations, which include, but are not limited to:
 - 2.1.1. Schools.
 - 2.1.2. Homeless shelters.
 - 2.1.3. Municipalities.
 - 2.1.4. Federally Qualified Health Centers.
 - 2.1.5. Private Nonprofit Day Care Centers.
 - 2.1.6. Regional Public Health Networks.
 - 2.1.7. Private homes in the State of New Hampshire.
 - 2.1.8. Other locations, as approved by the Department.

2.2. The Contractor shall make an electronic application available for individuals

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

or organizations to request COVID-19 tests, as described below. The Department will approve all applications from Individuals and organizations prior to distribution of the test kits to the requested location.

2.2.1. The Contractor shall distribute the COVID-19 specimen collection test kits to Individuals at locations designated by the State.

2.2.2. If specimen collection test kits are mailed to a private home, the Individual is responsible for their proper storage, use, and return of the COVID-19 test kits.

2.2.3. Individuals shall be responsible to mail the COVID-19 test to the laboratory via the pre-paid envelope as described in Section 2.3 and 2.4. If the COVID-19 test is conducted for an Individual under age 18, the minor Individual's parent/guardian must provide written consent for the minor Individual to receive the Test.

2.3. The Contractor shall provide the following self-managed COVID-19 Test(s), as requested by the Department, to Individuals located in the places identified in Section 2.1 above:

2.3.1. At-Home Saliva-Based PCR Tests, which are self-managed by the Individual, which shall:

2.3.1.1. Provide the COVID-19 test via overnight delivery, which shall include a specimen collection instruction card provided by the Contractor.

2.3.1.2. Be returned by the Individual or designee using prepaid overnight UPS shipping.

2.3.1.3. Require no minimum order from the Department.

2.3.1.4. Must be returned to and processed by a laboratory located in the contiguous United States.

2.3.2. Bulk-delivered, Individual-Return Saliva-Based PCR Tests, which are self-managed by the Individual, which shall:

2.3.2.1. Provide the COVID-19 Test via overnight delivery which shall include a specimen collection instruction card provided by the Contractor

2.3.2.2. Be returned by the Individual or designee using prepaid overnight UPS shipping.

2.3.2.3. Require a 25 test kit order minimum from the Department.

2.3.2.4. Must be returned to and processed by a laboratory located in the contiguous United States.

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

- 2.3.3. Bulk-Delivered Bulk-Return Saliva-Based PCR Tests, which are self-managed by the Individual, which shall:
- 2.3.3.1. Provide the COVID-19 test via overnight delivery, which shall include a specimen collection instruction card provided by the Contractor.
 - 2.3.3.2. Be returned by the Individual or designee to the bulk collection point, which the Department shall send to the Laboratory using prepaid overnight UPS shipping for returning 25-50 test per collection bag.
 - 2.3.3.3. Require a 25 test kit order minimum from the Department.
 - 2.3.3.4. Must be returned to and processed by a laboratory located in the contiguous United States.
- 2.3.4. Bulk Delivery, Bulk-Return Anterior Nasal PCR Tests, when they become available from the Laboratory, with specimen collection overseen by the Department, which shall:
- 2.3.4.1. Be provided to schools or other New Hampshire locations, upon reasonable request by the Department via overnight delivery.
 - 2.3.4.2. Have specimen collection instruction card shall be provided by the Contractor when available.
 - 2.3.4.3. Be returned by the individual or designee to the bulk collection point, which the Department shall send to the Laboratory using prepaid bulk shipping for 25-50 samples to be returned in one collection bag, overnight UPS shipping. prepaid overnight UPS shipping.
 - 2.3.4.4. Require a 25 Test kit order minimum from the Department.
 - 2.3.4.5. Must be returned to and processed by a laboratory located in the contiguous United States.
- 2.4. The Contractor shall provide the following supervised COVID-19 Tests, as requested by the Department to the groups of Individuals located in the places identified in Section 2.1 above:
- 2.4.1. At-Home Saliva-Based PCR Tests, as supervised by the Contractor, which shall:
 - 2.4.1.1. Provide the COVID-19 Test via overnight delivery.

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

- 2.4.1.2. Have instructions to access a virtually supervised collection via Zoom.
- 2.4.1.3. Be returned by using prepaid overnight UPS shipping.
- 2.4.1.4. Require no minimum order from the Department.
- 2.4.1.5. Must be returned to and processed by a laboratory located in the contiguous United States.
- 2.4.2. At-Home Hybrid Saliva-Based PCR Tests, as supervised by the Contractor, which shall:
 - 2.4.2.1. Provide the COVID-19 Test via overnight delivery, and include instructions to access a virtually supervised collection via Zoom.
 - 2.4.2.2. Be returned by the Individual or designee using prepaid overnight UPS shipping.
 - 2.4.2.3. Require a 25 test kit order minimum from the Department.
 - 2.4.2.4. Must be returned to and processed by a laboratory located in the contiguous United States.
- 2.5. Notwithstanding the foregoing, overnight shipping is dependent on the commercial availability of such service by UPS from the shipping location on the shipping date.
- 2.6. The Contractor shall conduct all PCR tests within 48 hours or less from the time of specimen arrival at the Laboratory to the time that patients may access or be notified of the Test results, positive, negative, inconclusive or rejected.
 - 2.6.1. Individuals shall have the option to receive results either:
 - 2.6.1.1. By electronic mail transmission, if Individual affirmatively opts in to receive such transmissions during the testing workflow on Contractor's website; or
 - 2.6.1.2. Secure portal within the Contractor's website
 - 2.6.1.3. Via telephone after identifying the Individual; or
 - 2.6.2. Patients with positive results confirming the diagnosis of COVID-19 are informed within twenty-four (24) hours of the test result being available from the laboratory.
- 2.7. The Contractor shall ensure all Test kits listed in Section 2.3 have a phone number to call for further information regarding the testing process and how to access test results. The Contractor shall ensure staff answering phone calls shall have reasonable access and upon an Individual's request by email to

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

accessibility@valuthhealth.com, to over-the-phone interpretation and video remote interpretation to assist callers who need spoken or signed language interpretation or assistance for deaf and hard of hearing Individuals. The Contractor shall use reasonable efforts to facilitate at-home pick-up b UPS for Individuals who request such service. In order to facilitate at-home pick-up by UPA, the Contractor shall require the Department's UPS account number.

- 2.8. The Contractor shall, in coordination with the Department and UPS, provide UPS Pick-Up points across the State, at locations determined by the Department, to ensure equitable drop-off locations are available.
- 2.9. The Contractor shall, provide the following services for supervised test kits listed in 2.3.1 and 2.3.2, which include but is not limited to:
 - 2.9.1. Providing a website which individuals can access to enter in the barcode that is defined on the COVID-19 Test kit.
 - 2.9.2. Providing instructions to join a 1:1 HIPAA compliant Zoom video waiting room for supervision of specimen collection or applicable self-collection instruction card.
 - 2.9.3. Interacting via HIPAA compliant Zoom, where applicable, to greet the Individual, verify his or her identity, validate the serial number of the empty collection device, supervise the specimen collection, supervise sealing the test tube with the preservative cap and re-packing into the pre-paid overnight clinic-pak to the Laboratory provided as part of the Test Kit;
 - 2.9.4. A return UPS envelope to send the specimen to the Laboratory for specimen processing and analysis.
- 2.10. When available from the Laboratory, the Contractor shall, provide the following services for the Bulk-Return Anterior Nasal PCR Tests, as described in 2.3.6, which shall include, but are not limited to:
 - 2.10.1. Providing the Department with deliveries of 25 or more Test kits, at the Department's request when available, each of which is useable to complete a COVID-19 Test by an Individual.
 - 2.10.2. Assisting in collecting samples by greeting the Individual, verifying his or her identity, validating the serial number of the empty specimen collection device, supervising the specimen collection, supervising sealing the test tube with the preservative cap and re-packing into the pre-paid overnight clinic-pak to the Laboratory provided as part of the Test kit; and
 - 2.10.3. A return UPS envelope to send the specimen to the Laboratory for specimen processing and analysis.

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

- 2.11. The Contractor shall ensure all tests results, both positive and negative, are reported using a secure encrypted HIPAA compliant solution to the Division of Public Health Services through the Electronic Laboratory Reporting (ELR) system or ensure the laboratory used for processing specimens and conducting testing reports both positive and negative results to the Division of Public Health Services through the ELR system.
- 2.12. The Contractor must work with the Department and NH DoIT to test system security and to receive approval to connect to the ELR.
- 2.13. The Contractor shall ensure their connection to the ELR is running by January 1, 2022.
- 2.14. The Contractor or designated Laboratory shall report all positive cases of COVID-19 with complete case information within twenty-four (24) hours after the test result is available from the Laboratory by fax to (603) 271-0545 to the Division of Public Health Services using the New Hampshire Confidential COVID-19 Case Report Form available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf>.
- 2.15. The Contractor shall ensure the collection, handling, processing and testing of specimens complies in all material respects with guidelines issued by the Centers for Disease Control and Prevention (CDC), available at <https://www.cdc.gov/coronavirus/2019-nCoV/lab/guidelines-clinical-specimens.html> and by the Laboratory used for processing specimens.
- 2.16. The Contractor shall provide a Medical Director to oversee test operations and quality, including serving as the ordering provider for SARS-CoV-2 tests.
- 2.17. The Contractor shall ensure the Medical Director and ordering provider for each COVID-19 test is a licensed medical provider in New Hampshire.
- 2.18. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.
- 2.19. **Online Dashboard:**
- 2.19.1. The Contractor may utilize an online dashboard, as approved by the Department, to obtain consent forms from parents/guardians of children that are under 18 years old and from the Individual over 18 years old, to consent to the testing, provide notice of mandated reporting, and to inform Individuals or THEIR parents/guardians of their test result. All consent forms, whether hard-copy or electronic, shall include, but are not limited to:

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

- 2.19.1.1. Authorization of who has access to the test results, which includes parent(s)/guardian(s) name.
- 2.19.1.2. Where and how the testing records will be maintained.
- 2.19.1.3. Provide secure user access in a timely manner to any online dashboard available for the retrieval of test results to all authorized individuals.
- 2.19.1.4. State that the results of the COVID-19 test will be shared with the Department.

2.20. Consent:

- 2.20.1. The Contractor shall ensure that the signed consent form from an Individual age 18 or older and from a parent/guardian for Individuals under age 18 has been received prior to the COVID-19 test being processed by the Laboratory.
- 2.20.2. The Contractor shall maintain all documentation related to the COVID-19 testing and test results, unless otherwise specified in the consent form.
- 2.20.3. The Contractor shall maintain all documentation related to the COVID-19 test results and electronic consent forms signed via Contractor's online portal, in addition to paper or PDF consents.
- 2.20.4. The Contractor shall develop and use the consent processes approved by the Department to obtain consent from all persons receiving a COVID-19 test.
- 2.20.5. The Contractor shall submit the consent form to the Department for review prior to use and for each revision.
- 2.20.6. Individuals may elect not to participate in testing at any time. Individuals who elect to participate in testing must receive clear information on the following.
 - 2.20.6.1. The type and name of the test they receive, and
 - 2.20.6.2. How to understand what the results mean, actions to be taken with negative or positive result including isolation while waiting for PCR test results if symptomatic), who will receive the results (NH DHHS), and information about where to find further guidance about management of COVID-19 such as the Centers for Disease Control and Prevention and New Hampshire Department of Health and Human Services.

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

3. Exhibits Incorporated

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

4. Reporting Requirements

- 4.1. The Contractor shall provide the Department with three (3) dashboard user accounts, which shall provide de-identified data to the Department, which shall include but is not limited to:
 - 4.1.1. Number of tests issued by location point.
 - 4.1.2. Number of positive, negative, inconclusive or rejected tests.
 - 4.1.3. Positive rate by town and county.
 - 4.1.4. Number of test used by Individuals stratified by each individual type of test administered.
- 4.2. The Contractor will make its Dashboard available to Department for the reporting purposes set forth in this Agreement and grants to the Department the non-exclusive, on-sub licensable right to access and internally use the Dashboard for the reporting purposes set forth in this Agreement. The Department will not make the Dashboard available to any person or entity other than its authorized personnel ("Authorized Users"), and the Department shall be responsible for the acts and omissions of its Authorized Users. The Department will not, and will not permit or authorize any Authorized Users or third parties to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Dashboard; (b) modify, translate or create derivative works based on the Dashboard or any portion thereof; (c) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Dashboard; (d) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Dashboard or related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (e) remove, obscure or alter any proprietary notices or labels of Contractor, its suppliers or other service providers on the Dashboard; or (f) otherwise access or use the Dashboard in a manner inconsistent with this Agreement or applicable laws,

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

rules or regulations.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Credits and Copyright Ownership

5.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

5.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.

5.2.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:

5.2.3.1. Brochures.

5.2.3.2. Resource directories.

5.2.3.3. Protocols or guidelines.

5.2.3.4. Posters.

5.2.3.5. Reports.

5.2.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

5.3. Contract End-of-Life Transition Services

5.3.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

as "Recipient" . Contract end of life services shall be provided at no additional cost.

Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor. Notwithstanding the foregoing, Contractor shall not share any protected health information with the Recipient.

5.3.2. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data except protected health information (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

5.3.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.

5.3.4. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and, if applicable, the Recipient, in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

5.3.5. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

5.3.6. In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction. Notwithstanding the foregoing, Contractor shall not destroy protected health information.

5.3.7. Completion of Services

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

5.3.7.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

5.3.7.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit, including certificate of data destruction.

5.3.8. Disagreement over Transition Services Results

5.3.8.1. In the event the Department is not reasonably satisfied with the results of the Transition Service, the Department shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with this contract.

5.4. Reference and Background Checks

5.4.1. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

5.4.2. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results.

5.5. Website and Social Media

5.5.1. Contractor agrees that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or Confidential data, the Vendor shall work with the Department's Communications Bureau to ensure that any website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.

5.5.2. Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit, the Business Associate Agreement (Exhibit I) and all applicable state rules and state and federal law. Unless specifically required by the contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation will not be tracked, disclosed or used for website or social media analytics or marketing.

6. Records

6.4. The Contractor shall keep records that include, but are not limited to:

6.4.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

6.4.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

6.4.3. Medical records on each patient/recipient of services.

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT B

- 6.5. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT C

Payment Terms

1. For the purposes of this Agreement:
 - 1.1. The Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.331.
 - 1.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
2. The Department shall pay the following rates per test:

Test Type	Cost
At-Home Saliva-Based PCR Tests (remote supervision of sample collection from Individuals with Test Kits shipped directly to Individuals and returned by Individuals to the Laboratory)	\$90/ per test
At-Home Hybrid Saliva-Based PCR Tests (remote supervision of sample collection from Individuals with bulk shipping of Test Kits to Business Locations and returned by Individuals to the Laboratory)	\$77/ per test
At-Home Saliva-Based PCR Tests (does not include remote supervision of sample collection from Individuals with Test Kits shipped directly to Individuals and returned by Individuals to the Laboratory)	\$80/ per test
Individual-Return Saliva-Based PCR Tests (does not include remote supervision of sample collection from Individuals with bulk shipping of Test Kits to Business Locations and returned by Individuals to the Laboratory)	\$67/ per test
Bulk-Return Saliva-Based PCR Tests (does not include remote supervision of sample collection from Individuals and Test Kits are shipped in bulk to	\$49/ per test

OS
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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT C

Business Location(s) and returned to Laboratory in bulk)	
Anterior Nasal PCR Tests (does not include remote supervision of sample collection from Individuals and Test Kits are shipped in bulk to Business Location(s) and returned to Laboratory in bulk)	\$49/ per test
Dashboard Account	First three (3) accounts are free; each additional account is \$250

3. In the event Department requires UPS express critical services for expedited shipping needs or UPS pickup of specimen collection is utilized, Department shall be billed separately by the Contractor for such shipping costs at rates as audited by United Parcel Service (UPS). Supervision and other related costs that are not included in the rates outlined in Section 2 above shall be invoiced separately at the rates agreed to by Contractor and the Department.
4. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month, as follows:
 - 4.1. One (1) invoice for COVID-19 test(s) that result in the Contractor identifying the individual utilizing the test as Federal Emergency Management Agency (FEMA) eligible, per the screening questions on the Contractors registration page, as outlined in Exhibit B – Scope of Services Section 2.19. The Contractor shall only invoice the Department for the above rates once the COVID-19 test is utilized and mailed back to the Contractor using the pre-paid envelope.
 - 4.2. One (1) invoice for COVID-19 tests that are not FEMA eligible, per the screening questions on the Contractors registration page as outlined in Exhibit B- Scope of Services Section 2.19. The Contractor shall only invoice the Department for the above rates once the Covid-19 test is utilized and mailed back to the Contractor using the pre-paid envelop.
5. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Beth.E.Kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
 Department of Health and Human Services.
 129 Pleasant Street
 Concord, NH 03301

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**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT C

7. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
13. Audits
 - 13.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 13.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 13.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 101

**New Hampshire Department of Health and Human Services
At-Home COVID-19 Testing**

EXHIBIT C

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

- 13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 13.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 13.5. 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.

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New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszak

Title: Chief Clinical officer



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

- Programs (indicate applicable program covered):
- *Temporary Assistance to Needy Families under Title IV-A
 - *Child Support Enforcement Program under Title IV-D
 - *Social Services Block Grant Program under Title XX
 - *Medicaid Program under Title XIX
 - *Community Services Block Grant under Title VI
 - *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszek

Title: chief clinical officer

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 11/18/2021



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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszak

Title: Chief Clinical officer

Contractor Initials AP
Date 11/18/2021

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszak

Title: Chief clinical officer

Exhibit G

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

Contractor Initials

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New Hampshire Department of Health and Human Services
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 Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszak

Title: chief clinical officer

New Hampshire Department of Health and Human Services



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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

AP

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials DS AP

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials ap

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials AP

Date 11/18/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials ap

Date 11/18/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Name of Authorized Representative
Director

Title of Authorized Representative

11/18/2021

Date

vault Medical Services, PA

Name of the Contractor

Signature of Authorized Representative

Alexander Pastuszak

Name of Authorized Representative

Chief Clinical officer

Title of Authorized Representative

11/18/2021

Date

Contractor Initials ap

Date 11/18/2021

New Hampshire Department of Health and Human Services
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 Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

11/18/2021

Date

DocuSigned by:

Name: Alexander Pastuszak

Title: Chief Clinical officer

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Contractor Initials

11/18/2021

Date



New Hampshire Department of Health and Human Services
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: 086982412
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 x NO YES

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

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

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

 NO YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



. Contractor may not transmit Confidential Data via an open wireless network, unless employing a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, such as a virtual private network (VPN).

- 9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, must be used, such as a virtual private network (VPN).
- 10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
- 11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

- 1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
- 2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
- 3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 5. The Contractor agrees Data stored in a Cloud must be in a FedRAMP, HITECH, government or HIPAA compliant cloud solution, appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit. Further, Contractor will test and ensure the HIPAA compliant solution is correctly architected to avoid configuration errors that would leave

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



protected health information (PHI) or personally identifiable information (PII) unprotected and accessible by unauthorized individuals or vulnerable to insider threat.

All Contractor or End User controlled servers and devices must follow the hardening standards as outline in NIST. As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole; must have intrusion-detection services and intrusion protection services, as well as, firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor's adopted "Bring Your Own Device (BYOD)" policy, that is confidential and proprietary, pursuant to Exhibit A Section 10.6, will ensure that all devices meet the security requirements of this contract, said policy shall require the Contractor to provide its remote workforce with a secure environment via Desktop as a Service for their personal devices to access all systems for processing. The Contractor shall ensure the following security requirements are in place prior to personal devices being used for this contract:
 - a. Encrypt transmission of data end-to-end
 - b. Data collected through this contract shall not be stored in any format on personal devices;
 - c. Omitted
 - d. Omitted
 - e. A copy of the Contractor's security policies, including "BYOD", has been provided to NH DHHS Information Security and written exception for personal device usage by NH DHHS Information Security has been provided.
 - f. Changes to Contractor's security policies will be provided to NH DHHS Information Security for review as they are revised.
6. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
7. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45

03
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New Hampshire Department of Health and Human Services

Exhibit K



DHHS Information Security Requirements

CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

- 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11: Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach. Contractor shall bear all costs associated with system downtime, system or data breach, data loss or misuse as a result of its Bring Your Own Device (BYOD) Policy.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doi/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or

DP

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
 - h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
 - i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures. Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:
DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:
DHHSInformationSecurityOffice@dhhs.nh.gov

Attachment 1: Project Requirements
 DocuSign Envelope ID: 82470894-0890-42E7-903E-FF2448AFF6E0

APPLICATION REQUIREMENTS				
State Requirements			Contractor	
Req #	Requirement Description	Criticality	Contractor Response	Comments
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	https	
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	yes	
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	yes	
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	yes	
A2.3	Enforce unique user names.	M	yes	
A2.4	The Contractor Solution should enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy. The Contractor solution must allow for comprehensive auditing, tracking and access logging of the special accounts created for activities such as 'production testing and debugging.	M	yes	We also enforce 2FA wherever an application has such capability
A2.5	Enforce the use of complex passwords for general users using a mix of capital letters, lower-case letters, numbers, special characters, minimum length of eight characters and prohibit the use of personal information.	M	yes	
A2.6	Encrypt passwords in transmission and at rest within the database.	M	yes	
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy	M	no	Per NIST, Microsoft and other cybersecurity guidance we do not require time-based expiration of passwords
A2.8	Provide the ability to limit the number of people that can grant or change authorizations	M	yes	
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	yes	
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	yes	
A2.11	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users' level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	yes	
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	yes	
A2.13	All logs must be kept for 6 years.	M	yes	

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A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	yes	
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	yes	
A2.16	The application Data shall be protected (encrypted) from unauthorized use when at rest	M	yes	
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	yes	
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	yes	
A2.19	Utilize change management documentation and procedures	M	yes	
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	N/A	no integration with state systems is included in the Scope of Work
A2.21	Application must have the capability to search all information including log search and playback.	M	yes	
A2.22	Application must provide Role-based access control to all system features and data, including specified data elements.	M	yes	
A2.23	Application must have Multi-Factor Authentication.	M	yes	All staff, medical practitioners have 2FA. Client access to dashboards require 2FA.
A2.24	Contractor must perform patching and corrections to mitigate security vulnerabilities of a critical nature within three Business Days and those of a major nature within 10 Business Days. The Department will determine the level of criticality in consultation with the system Contractor.	M	yes	
A2.25	Contractor must be compatible with multiple standard browsers in accordance to the State's IT Standards. The solution shall allow access from standard browsers without requiring specialized plug-ins or applets to function. The solution shall allow for a mobile app that is available through standard IOS and Android App Stores.	M	yes	
A2.26	Contractor must ensure that device firmware and version is up to date and updates are not disruptive to the user experience.	M	yes	
A2.27	Contractor shall install and update all server patches updates and other utilities within 60 days of release from the manufacturer.	M	yes	



11/18/2021

Attachment: Project Requirements
 DocuSign Envelope ID: 82470694-0690-42E7-903E-FF2448AFF6E0

TESTING				
State Requirements			Contractor	
Req #	Requirement Description	Criticality	Contractor Response	Comments
APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	yes	
T1.2	The Contractor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	yes	
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	yes	
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	yes	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required logs.	M	yes	
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	yes	
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	yes	
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	yes	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	yes	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	yes	
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	yes	
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws.	M	yes	

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11/18/2021

Attachment: Project Requirements

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T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environments. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	yes	We can provide pen test and vulnerability summaries under NDA
T1.14	Prior to the System being moved into production, the Contractor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	no	We produce releases on a weekly basis or more frequently.
T1.15	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	yes	Change management is included in our ISMS document which can be provided under NDA
STANDARD TESTING				
T2.1	The Contractor must test the software and the system using an industry standard and State approved testing methodology.	M	no	We use an internally developed release methodology for our application. This is described in our ISMS which can be provided under NDA
T2.2	The Contractor must perform application stress testing and tuning.	M	yes	application monitoring and tuning for performances is a continuous process under our SDLC
T2.3	The Contractor must provide documented procedure for how to sync production with a specific testing environment.	M	no	This can be provided under NDA
T2.4	The Contractor must define and test disaster recovery procedures.	M	yes	

DP

11/18/2021

HOSTING-CLOUD REQUIREMENTS				
State Requirements			Contractor	
Req #	Requirement Description	Criticality	Contractor Response	Comments
OPERATIONS*				
H1.1	Contractor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A Tier 3 data center requires 1) Multiple Independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Application is hosted in AWS data centers
H1.2	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application, log and audit trail requirements and support users with permission based logins.	M	Yes	Application is hosted in AWS data centers
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Application is hosted in AWS data centers
H1.4	Contractor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	
H1.5	Contractor shall monitor system, security, and application logs.	M	yes	
H1.6	Contractor shall manage the sharing of data resources.	M	yes	
H1.7	Contractor shall manage daily backups, off-site data storage, and restore operations.	M	yes	
H1.8	The Contractor shall monitor the availability of their application.	M	yes	
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	N/A	We are not supplying computer/software to the state under this contract
H1.10	The Contractor shall report any breach in security in conformance with DHS Information Security Requirements (Exhibit K).	M	yes	
H1.11	The Contractor will provide a completed Security Audit Report prior to contract execution. The Security Audit Report must include a SOC 2 Report with certification.	M	yes	SOC2 can be delivered under NDA
H1.12	The Contractor will provide a completed Security Audit Report with results to the Department each year. The Security Audit Report must include a SOC 2 Report with certification.	M	yes	SOC2 can be delivered under NDA
H2.1	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	yes	

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H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	n/a	We are 100% cloud hosted and all infrastructure is managed as code with the AWS environment
H2.3	Contractor shall adhere to a defined and documented back-up schedule and procedure.	M	yes	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	no	data is replicated to data stores to facilitate recover as well as reporting, queries and other production functionality
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	yes	data replication is near real time.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	n/a	we do not use tape backups
H2.7	Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	n/a	data replication is near real time.
H3.1	The Contractor shall employ security measures ensure that the State's application and data is protected.	M	yes	
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	yes	all transfers are encrypted, TLS 1.2
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	yes	
H3.4	All components of the Infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	yes	
H3.5	The Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting Infrastructure.	M	yes	

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11/18/2021

H3.6	The Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Contractor' hosting infrastructure and/or the application upon request.	M	no	we do not allow clients to perform security testing. We utilize independent third parties to perform our testing
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	yes	
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA	M	yes	
H3.9	The Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Contractor learns of their occurrence.	M	yes	
H3.10	The Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	yes	
H4.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	N/A	We are not supplying computer/software to the state under this contract
H4.2	The Contractor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	N/A	We are not supplying computer/software to the state under this contract
H4.3	The Contractor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	N/A	We are not supplying computer/software to the state under this contract
H4.4	All hardware and software components of the Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		yes	
H4.5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M	yes	

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AP

11/18/2021

M4.6	<p>The Contractor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	N/A	We are not supplying computer/software to the state under this contract
M4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; 	M	N/A	We are not supplying computer/software to the state under this contract
M4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	N/A	We are not supplying computer/software to the state under this contract
M4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	N/A	We are not supplying computer/software to the state under this contract
M4.10	If The Contractor is unable to meet the uptime requirement, The Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	N/A	We are not supplying computer/software to the state under this contract

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11/18/2021

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MM.11	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	yes	Our SDLC is defined in our ISMS which is available for review under NDA
MM.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	N/A	We are not supplying computer/software to the state under this contract
MM.13	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	N/A	We are not supplying computer/software to the state under this contract
MM.14	The Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	N/A	We are not supplying computer/software to the state under this contract

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11/18/2021

Attachment 1: Project Requirements
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SUPPORT & MAINTENANCE REQUIREMENTS				
State Requirements			Contractor	
Req #	Requirement Description	Criticality	Contractor	Comments
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.1	The Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	N/A	We are not supplying computer/software to the state under this contract
S1.2	Maintain the hosting services in accordance with the Specifications, terms, and requirements of the Contract, including upgrades and fixes as required.	M	Yes	We have an SDLC that governs our software development, a service monitoring and resolution team for code & environments we own and manage. We are alerted to any 3rd party service issues through appropriate automation and monitoring. We have a Third Party Information Security Risk function that evaluates our technology suppliers capabilities on a regular basis, including regular reviews of audit reports (i.e. SOC, ISO)
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	N/A	We are not supplying computer/software to the state under this contract
S1.4	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST;	M	N/A	Our test supervisors and other staff have instructions and processes to report issues directly to support teams in our customer experience (CX) teams. CX teams have triage scripts and instructions for identifying the issue and routing to the appropriate engineering teams. Engineering teams have procedures for evaluating and remediating issues, including escalations to leadership. These are in place across our normal operating hours for clients.

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11/18/2021

Attachment 1: Project Requirements
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S1.5	<p>The Contractor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	N/A	We are not supplying computer/software to the state under this contract
S1.6	The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	No	We are not supplying computer/software to the state under this contract
S1.7	For all maintenance Services calls, The Contractor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	N/A	We are not supplying computer/software to the state under this contract
S1.8	The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) Identification of repeat calls or repeat Software problems.	P	N/A	We are not supplying computer/software to the state under this contract

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11/18/2021

Attachment 1: Project Requirements
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S1.9	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties</p>	M	N/A	We are not supplying computer/software to the state under this contract
S1.10	The Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	yes	We have an SOLC that governs our software development.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	N/A	We are not supplying computer/software to the state under this contract
S1.12	The Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	N/A	We are not supplying computer/software to the state under this contract
S1.13	The hosting services for the State that the contractor is sub-contracting for shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Hours of operation for COVID testing availability are outlined in the scope of work for each client. This includes our normal hours of operations. Maintenance windows are scheduled outside these normal operation hours.
S1.14	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	N/A	We are not supplying computer/software to the state under this contract

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11/18/2021

Attachment 1: Project Requirements
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S1.15	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant hosting services are unavailable	M	Yes	Hours of operation for COVID testing availability are outlined in the scope of work for each client. This includes our normal hours of operations. Maintenance windows are scheduled outside these normal operation hours.
S1.16	The Contractor will give two-business days prior notification to the State Project Manager of any planned maintenance that would result in service unavailability	M	Yes	This can be called out in the statement of work as a requirement if necessary.
S1.17	All hardware and software components of the Contractor-hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	N/A	We are not supplying computer/software to the state under this contract
S1.18	The Contractor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	N/A	We are not supplying computer/software to the state under this contract
S1.19	The contractor will provide any architectural diagrams, hosting service agreements outlining the security posture of the services being offered subsequent to a signed non-disclosure agreement.	M		We will provide architectural drawings of the environment under NDA. Standard Terms of Service for AWS are available on the AWS website. We do not have a separate contract with AWS other than what is available on their click-wrap terms of service agreements. Amazon maintains extensive 3rd party audit information on their site (https://aws.amazon.com/artifact/). Vault cannot provide this information to clients under our ToS agreement. However anyone can obtain a free AWS account and obtain any of the reports available in the Artifact service.

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11/18/2021

No.	ACTIVITY OR DELIVERABLE	DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	Work Plan	Written
3	Project Status Reports	Written
5	Information Security Plan (ISP)	Written
6	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written
7	Data Protection Impact Assessment (DPIA)	Written
8	Communications and Change Management Plan	Written
9	Systems Interface Plan and Design/Capability	Written
10	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written
11	Disaster Recovery Plan (DRP)	Written
12	End User Support Plan	Written
13	Business Continuity of Operations Plan (COOP)	Written
14	Documentation of Operational Procedures	Written
INSTALLATION		
15	Provide Software Licenses if needed	Written
16	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
17	Test In-Bound and Out-Bound Interfaces	Software
18	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software
19	Security Risk Assessment Report o if PII is collected on behalf of the State, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written
20	Security Authorization Package	Written
SYSTEM DEPLOYMENT		
21	Provide Tools for Backup and Recovery of all Applications and Data	Software
22	Conduct Training	Non-Software
23	Provide Documentation	Written
24	Execute System Security Plan	Non-Software
OPERATIONS		
25	Ongoing Hosting Support	Non-Software
26	Ongoing Support & Maintenance	Software
27	Conduct Project Exit Meeting	Non-Software

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