



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF QUALITY AND IMPROVEMENT

Jeffrey A. Meyers
Commissioner

Diane Langley
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9520 1-800-852-3345 Ext. 9520
Fax: 603-271-8431 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

June 28, 2018

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 Quality Assurance and Improvement to amend an existing agreement with Milliman Solutions, LLC (Vendor #273998), 1301 5th Avenue, Suite 3800, Seattle, WA 98101, to continue providing a data system and associated services for the Comprehensive Health Information System, a joint project of the Department of Health and Human Services and the New Hampshire Insurance Department with no change to the price limitation and no change to the completion date, June 30, 2022 effective upon Governor and Executive Council approval.

This is a no cost amendment.

The original agreement was approved by the Governor and Executive Council on June 21, 2017, Item #9.

EXPLANATION

The purpose of this amendment is to create a separate standard list of Person Key, Service Provider Key, Billing Provider Key and Provider Crosswalk Key that remains consistent across all refreshes and extracts. The current contract requires the creation of these keys but does not require them to remain consistent between extracts. Not maintaining consistency between extracts impacts researchers. The primary example of internal impact is the inability to track individuals who leave a Premium Assistance Program (PAP) and join a commercial carrier or vice versa.

Milliman Solutions will continue to interact with health insurance carriers, third party administrators, pharmacy benefit managers, dental carriers, and other entities who manage medical, behavioral health, dental and pharmacy claims in order to detect and solve problems related to regulations and submittal processes. The Contractor will continue to ensure consistent de-identification of personal identifiers by the carriers by supplying de-identification software or appliance for such time as state and federal laws and rules require de-identification. Additionally, the Contractor will continue providing access to custom data sets as well as produce, maintain and publish complete documentation of data sets.

The Contractor will continue providing a data system and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System, a joint project of the Department of Health and Human Services and the New Hampshire Insurance

Department. Premium assistance data will also be collected to the extent it is in effect. PAP is only currently authorized through the end of calendar year 2018. PAP data does not need to be de-identified, and will be kept separate from all encrypted data. These services fulfill the requirements of NH RSA 420-G: 11-a.

This project will enable the Department of Health and Humans Services to fulfill its obligations under the Memorandum of Understanding with the New Hampshire Insurance Department to implement NH RSA 420-G:11, II, which requires health insurance carriers to submit their encrypted claims data to the two departments, and NH RSA 420-G: 11-a., which mandates the Comprehensive Healthcare Information System.

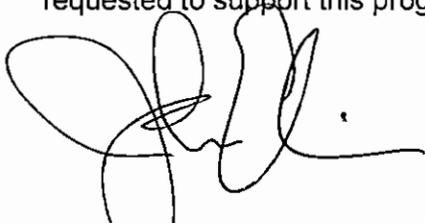
The healthcare data collected provides important comparative information to enhance efficiencies in the State's Medicaid program and is used to review healthcare utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire consumers and employers to make informed and cost-effective health care choices. The health insurance carriers electronically provide their encrypted claims data to the Department of Health and Human Services in accordance with the New Hampshire Insurance Department Administrative Rule Ins 4000, Uniform Reporting System for Health Care Claims Data Sets. The data collected does not permit direct identification of the individual patients.

The original contract was procured via a competitive procurement.

Should the Governor and Executive Council not approve this request the State may lose a valuable resource for understanding and making aspects of the health care system more transparent. Furthermore, Medicaid program operations may suffer due to the lack of comparative information which is provided through this system. The inability to track individuals who move between Medicaid Managed Care and commercial plans care also impairs our ability to understand the use of care for those who may no longer have Medicaid coverage and the care received by Medicaid members who also have other coverage.

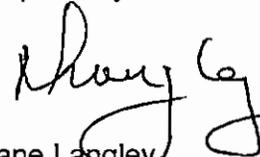
Area Served: Statewide

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



John R. Elias
Commissioner
Department of Insurance

Respectfully submitted,



Diane Langley
Senior Director



Approved by: Jeffrey A. Meyers
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

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

Denis Goulet
Commissioner

June 7, 2018

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Milliman Solutions, LLC. of Seattle, WA as described below and referenced as DoIT No. 2017-001A.

This is a request to amend the current Milliman Solutions, LLC contract with DHHS that provides for a system and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System.

The amendment amends the scope of the contract to include the consolidated data process that assigns a common provider (group), practice, and personal identifiers across all instances of a provider practice or person entities, regardless of Carrier.

There are no changes to cost or contract end date. This shall become effective upon Governor and Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2017-001A

cc: Bruce Smith, IT Manager, DoIT



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
Comprehensive Health Information System (CHIS)**

This 1st Amendment to the Comprehensive Health Information System (CHIS) contract (hereinafter referred to as "Amendment One") dated this 30th day of May, 2018, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Milliman Solutions, LLC, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 13010 Fifth Avenue, Suite 3800, Seattle, WA 98101.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 21, 2017, ITEM #9, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties, upon Governor and Executive Council approval; and

WHEREAS, the parties agree to modify the Scope of 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. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency to read:
E. Maria Reinemann, Esq., Director of Contracts and Procurement.
2. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:
603-271-9330.
3. Exhibit H – Requirements, Section F.4, to read:

The Vendor shall execute and include in the consolidated data a process that assigns a common provider (group) practice identifier across all instances of a single provider practice entity, regardless of Carrier, that it is to be consistent between extracts and refreshes.

4. Exhibit H – Requirements, Section F.5, to read:

The Vendor shall execute and include in the consolidated data a process that assigns a common person identifier across all instances of a single person, regardless of Carrier, business line or relationship to the contract holder (subscriber) that it is to be consistent between extracts and refreshes.



**New Hampshire Department of Health and Human Services
Comprehensive Health Information System (CHIS)**

5. Exhibit B, Price and Payment Schedule, Section 1, Payment Schedule, Subsection 1.1, Firm Fixed Price, to read:

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
1.	Conduct Project Kickoff Meeting	3/9/17	\$0
2.	Plan of Operation	3/10/17	\$0
3.	Work Plan	3/10/17	\$0
4.	Carrier Communication Plan and Materials	In place	\$0
5.	Analysis Report	In place	\$0
6.	Architecture Plan	In place	\$0
7.	Implementation of web-based Carrier registration and tracking process	In place	\$0
8.	Software Configuration Plan	3/10/17 – for Query Express	\$0
9.	Implementation of all Project website components	In place	\$0
10.	De-identification Plan	In place	\$0
11.	Consolidation Design Plan	In place	\$0
12.	System Test Plan	In place	\$0
13.	Test Plan	In place	\$0
14.	Design Plan for validating Carrier submissions	In place	\$0
15.	Initial Data Dictionaries (Public Use, Limited Use and Consolidated)	In place	\$0
16.	Initial Data Submission Manual	In place	\$0
17.	Vendor system available for vendor testing and State acceptance	In place	\$0
15.	Vendor system available for de-identification, Carrier submission and data validation	In place	\$0
19.	Data Consolidation and Value Added data elements implemented in Vendor system	In place	\$0
20.	Quality Assurance Design Plan for validating data set extracts	In place	\$0
21.	Quarterly data set extracts prepared, validated, and delivered to DHHS and NHID Quarterly, Beginning 03/30/17 (20 total)	Beginning 3/30/2017	\$46,724 per quarter
22.	Quarterly Public Use data set package prepared and validated Quarterly, Beginning 03/30/17 (20 total)	Beginning 3/30/2017	\$33,816 per quarter
23.	Delivery of reconsolidated historical data extract to DHHS and NHID	Beginning 3/30/2017	\$0
24.	Annual security assessment	In place	\$0
25.	Provide Software Licenses if needed	In place	\$0
26.	Provide Fully Tested Data Conversion Software	4/4/17 – for Query Express	\$3,335
27.	Provide Analytic Software Installed, Configured, and Operational to Satisfy State Requirements	6/29/17 for Query Express	\$7,655

**New Hampshire Department of Health and Human Services
Comprehensive Health Information System (CHIS)**



28.	File processing system	In place	\$0
29.	Registration System	In place	\$0
30.	Conduct User Acceptance Testing	6/21/17	\$2,330
31.	Perform Production Tests	6/21/17	\$1,545
32.	Conduct System Performance (Load/Stress) Testing	6/21/17	\$2,450
33.	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	In place	\$0
34.	Converted Data Loaded into Production Environment	6/23/17	\$0
35.	Conduct Training	6/28/17	\$1,625
36.	Cutover to New Software	6/29/17	\$1,225
37.	Provide Documentation	6/30/17	\$1,200
38.	Execute Security Plan	6/30/17	\$1,340
39.	Ongoing Monthly Support – CHIS Data	Beginning 3/1/2017	\$12,000 per month for all files.
39.	Ongoing Monthly Support – PAP Data	Beginning 3/1/2017	\$1,000 a month for all files.
40.	Provide Quarterly Extracts	Beginning 3/30/2017	\$80,540 per quarter for both the quarterly data extracts and public use data set
41.	Conduct Project Exit Meeting	7/17/2017	\$0
42.	Creating Persistent Person and Provider Keys		\$6,000

6. Add Appendix H, Exhibit K, DHHS Information Security Requirements.



**New Hampshire Department of Health and Human Services
Comprehensive Health Information System (CHIS)**

This amendment shall be effective upon the date of Governor and Executive 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

6/28/18
Date

[Signature]
Diane Langley
Senior Director

Milliman Solutions, LLC

June 8, 2018
Date

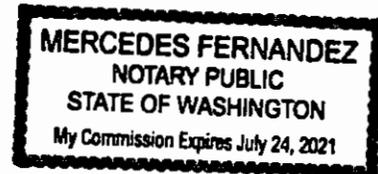
[Signature]
Name:
Title: Principal

Acknowledgement of Contractor's signature:

State of Washington, County of King on June 8, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]
Signature of Notary Public or Justice of the Peace

Notary Public
Name and Title of Notary or Justice of the Peace



My Commission Expires: July 24, 2021



**New Hampshire Department of Health and Human Services
Comprehensive Health Information System (CHIS)**

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

OFFICE OF THE ATTORNEY GENERAL

7/10/18
Date

[Signature]
Name: Megan A. York
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:

Appendix H
New Hampshire Department of Health and Human Services
Exhibit K



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

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system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, 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.

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New Hampshire Department of Health and Human Services
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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 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. 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.

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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 III. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

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

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III. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
 3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
 5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
 6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
 7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
 8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

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9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/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 additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information

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

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IIA. 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

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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.

IV. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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.

V. PERSONS TO CONTACT

A. DHHS contact program and policy:

(Insert Office or Program Name)
(Insert Title)
DHHS-Contracts@dhhs.nh.gov

B. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

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- C. DHHS contacts for Privacy issues:
DHHSPrivacyOfficer@dhhs.nh.gov
 - D. DHHS contact for Information Security issues:
DHHSInformationSecurityOffice@dhhs.nh.gov
 - E. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov
DHHSPrivacy.Officer@dhhs.nh.gov

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State of New Hampshire

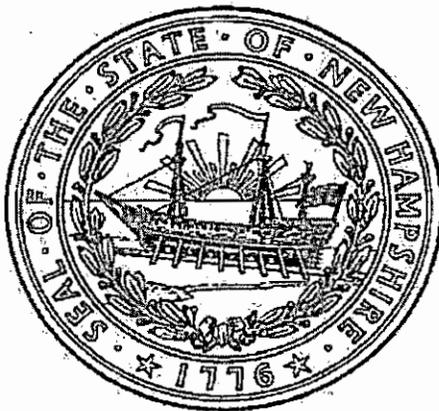
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MILLIMAN, INC. is a Washington Profit Corporation registered to transact business in New Hampshire on September 15, 1988. 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: 134216

Certificate Number: 0004091789



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 2nd day of May A.D. 2018.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Andreas Braendle, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Milliman, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on December 2, 2002:
(Date)

RESOLVED: That the Principal
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8th day of June, 2018.
(Date Contract Signed)

4. Richard Moyer is the duly elected Principal
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)

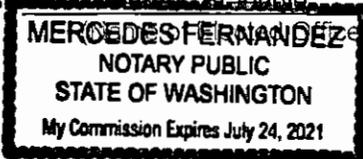
STATE OF WASHINGTON

County of King

The forgoing instrument was acknowledged before me this 8th day of June, 2018.

By Andreas Braendle

(Name of the Agency)



(NOTARY SEAL)



(Notary Public/Justice of the Peace)

Commission Expires: July 24, 2021



9 mac
for

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

Jeffrey A. Meyers
Commissioner

Diane Langley
Senior Director

Doris H. Lotz, MD, MPH
Chief Medical Officer

OFFICE OF QUALITY ASSURANCE AND IMPROVEMENT

129 PLEASANT STREET, CONCORD, NH 03301-3867
603-271-9520 1-800-852-3345 Ext. 9520
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 2, 2017

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 Quality Assurance and Improvement to enter into an agreement with Milliman Solutions, LLC (Vendor #273998), 1301 5th Avenue, Suite 3800, Seattle, WA 98101, to provide a Data System and associated services for the Comprehensive Health Information System, a joint project of the Department of Health and Human Services and the New Hampshire Insurance Department in an amount not to exceed \$2,420,525 effective July 1, 2017 or upon Governor and Executive Council approval, whichever is later through June 30, 2022. The Department of Health and Human Services is responsible for \$1,240,262.50, which is 100% Federal Funds. The New Hampshire Insurance Department is responsible for \$1,180,262.50, which is 100% Other Funds.

Funds to support this request are anticipated to be available in State Fiscal Years 2018, 2019, 2020, 2021 and 2022 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**05-95-47-470010-7937, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF HHS: MEDICAID & BUS PLCY, OFC, OFF. OF MEDICAID & BUS. POLICY
MEDICAID ADMINISTRATION**

SFY	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	79370000-102	Contracts for Program Svcs.	500731	\$247,942.50
2019	79370000-102	Contracts for Program Svcs.	500731	\$233,080.00
2020	79370000-102	Contracts for Program Svcs.	500731	\$233,080.00
2021	79370000-102	Contracts for Program Svcs.	500731	\$233,080.00
2022	79370000-102	Contracts for Program Svcs.	500731	\$233,080.00
			SUB-TOTAL:	\$1,180,262.50

**05-95-47-470010-3099, HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF HHS: MEDICAID & BUS PLCY, OFC, OFF. OF MEDICAID & BUS. POLICY NHHPP
TRUST FUND**

SFY	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	30990000-102	Contracts for Program Svcs.	500731	\$12,000.00
2019	30990000-102	Contracts for Program Svcs.	500731	\$12,000.00
2020	30990000-102	Contracts for Program Svcs.	500731	\$12,000.00
2021	30990000-102	Contracts for Program Svcs.	500731	\$12,000.00
2022	30990000-102	Contracts for Program Svcs.	500731	\$12,000.00
			SUB-TOTAL:	\$60,000.00

**02-24-24-240010-2520000-102-500731, New Hampshire Insurance Department
ADMINISTRATION**

SFY	CLASS	TITLE	ACTIVITY CODE	AMOUNT
2018	25200000-102	Contracts for Program Svcs.	500731	\$247,942.50
2019	25200000-102	Contracts for Program Svcs.	500731	\$233,080.00
2020	25200000-102	Contracts for Program Svcs.	500731	\$233,080.00
2021	25200000-102	Contracts for Program Svcs.	500731	\$233,080.00
2022	25200000-102	Contracts for Program Svcs.	500731	\$233,080.00
			SUB-TOTAL:	1,180,262.50
			TOTAL:	\$2,420,525.00

EXPLANATION

The purpose of this agreement is for a Data System and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System, a joint project of the Department of Health and Human Services and the New Hampshire Insurance Department. Premium Assistance (PAP) data will also be collected to the extent it is in effect. PAP is only currently authorized through the end of calendar year 2018. PAP data does not need to be de-identified, and will be kept separate from all encrypted data. These services fulfill the requirements of NH RSA 420-G: 11-a.

On an ongoing basis, the Contractor will interact with health insurance carriers, third party administrators, pharmacy benefit managers, dental carriers, and other entities managing medical, behavioral health, dental and pharmacy claims to detect and solve problems related to regulations and submittal process. The Contractor will ensure consistent de-identification of personal identifiers by the carriers by supplying de-identification software or appliance for such time as state and federal laws and rules require de-identification. In addition, the Contractor will provide access to custom data sets as well as produce, maintain and publish on the website complete documentation of data sets.

This project will enable the Department of Health and Humans Services to fulfill its obligations under the Memorandum of Understanding with the New Hampshire Insurance Department to implement NH RSA 420-G:11, II, which requires health insurance carriers to submit their encrypted claims data to the two departments, and NH RSA 420-G: 11-a., which mandates the Comprehensive Healthcare Information System.

The healthcare data collected provides important comparative information to enhance efficiencies in the State's Medicaid program and is used to review healthcare utilization, expenditures, and performance in New Hampshire and to enhance the ability of New Hampshire

consumers and employers to make informed and cost-effective health care choices. The health insurance carriers electronically provide their encrypted claims data to the Department of Health and Human Services in accordance with the New Hampshire Insurance Department Administrative Rule Ins 4000, Uniform Reporting System for Health Care Claims Data Sets. The data collected does not permit direct identification of the individual patients.

On September 20, 2016 the Department released a Request for Proposals to acquire a data system and associated services. The Request for Proposals was available on the Department's website through November 1, 2016. Two proposals were received.

A team of individuals with program specific knowledge reviewed the proposals. Milliman Solutions was chosen as the vendor. The Bid Sheet is attached.

This contract contains language which allows the option to renew for up to three additional years at the sole option of the Department, subject to the parties prior written agreement on applicable fees for each extended term.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and 2020-2021 biennia.

Should the Governor and Executive Council not approve this request the State would lose a valuable resource for understanding and making transparent aspects of the health care system. Furthermore, Medicaid program operations would suffer due to the lack of comparative information which is provided through this system.

Area Served: Statewide

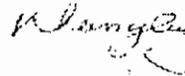
Source of Funds: 100% Federal Funds from CFDA #93.778 for DHHS portion.
100% Other Funds for New Hampshire Insurance Department's portion.

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

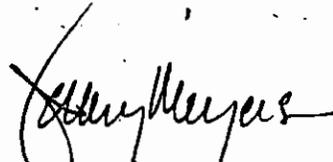
Respectfully submitted,



Roger Sevigny
Commissioner
New Hampshire Insurance Department



Diane Langley
Senior Director



Approved by: Jeffrey A. Meyers
Commissioner



**New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet**

Comprehensive Healthcare Information System (CHIS)

RFP 2017-001

RFP Name

RFP Number

Bidder Name

1.	Milliman
2.	Onpoint
3.	0
4.	0
5.	0
6.	0

Pass/Fail	Maximum Points	Actual Points
	1000	870
	1000	789
	1000	0
	1000	0
	1000	0
	1000	0

Reviewer Names

1. **TECH: Mary Fields, OMBP
Business systems Analyst**
2. **Andrew Chalsma, Director Bureau
HealthCare Analytics & Data Systms**
3. **Maureen Mustard, Health Care
Statistician, NH Insurance Dept.**
4. **Kerri Coons, Info Technology Mgr
IV, Ofc of Information Syst**
5. **COST: Emily Kachanian, Business
Systems Analyst II, OMBP**
6. **Martha McLeod**
7. **Tyler Brannen, Health Care Policy
Analyst, NH Insurance Dept.**
8. **Andrea Stewart, Administrator of
Planning Coordination, OMBP**



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

Denis Goulet
Commissioner

May 22, 2017

Jeffrey A. Meyers, Commissioner
Department of Health and Human Services
State of New Hampshire
29 Hazen Drive
Concord, NH 03301

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Milliman Solutions, LLC. of Seattle, WA as described below and referenced as DoIT No. 2017-001.

This is a request to enter into a contract for a data system and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System ("CHIS"), a joint project of DHHS and the New Hampshire Insurance Department ("NHID"). A second data set will also be collected by the vendor for enrollees covered through the New Hampshire Medicaid Premium Assistance Program as a distinct file parallel to the CHIS format, but including patient identifiers.

The funding amount is not to exceed \$2,420,525, and the contract shall become effective upon Governor and Council approval through June 30, 2022.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", written over a horizontal line.

Denis Goulet

DG/kaf
DoIT #2017-001

cc: Bruce Smith, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Comprehensive Health Information System (CHIS)
CONTRACT 2017-001
AGREEMENT- PART 1

Subject: Comprehensive Health Information System -- (RFP-2017-001-CHIS-01)

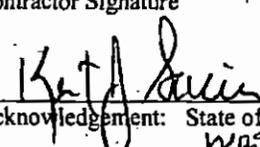
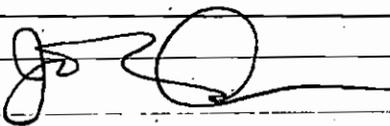
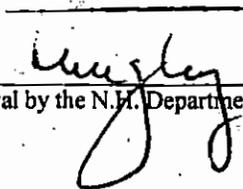
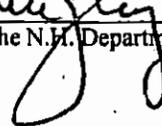
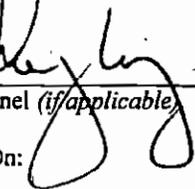
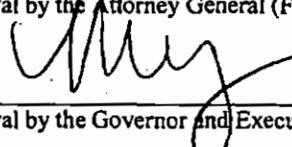
Notice. This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name Milliman Solutions, LLC		1.4 Contractor Address 1301 Fifth Avenue, Suite 3800 Seattle, WA 98101	
1.5 Contractor Phone Number 801-277-3054	1.6 Account Number: 010-047-79370000-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,420,525
1.9 Contracting Officer for State Agency Jonathan V. Gallo, Esq.		1.10 State Agency Telephone Number 603-271-9246	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kent J. Sacic Principal	
1.13 Acknowledgement: State of <u>Washington</u> , County of <u>King</u> On <u>May 17, 2017</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 20px;"> JOHANNA BRYANT NOTARY PUBLIC STATE OF WASHINGTON My Commission Expires May 12, 2020 </div>  </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Johanna Bryant, Senior Legal Assistant			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory D Lancelley	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Gels - Attorney On: <u>5/25/17</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Comprehensive Health Information System (CHIS)
CONTRACT 2017-001
AGREEMENT- PART 1

Subject: Comprehensive Health Information System - (RFP-2017-001-CHIS-01)

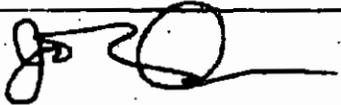
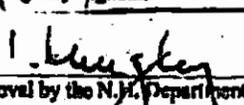
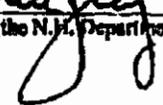
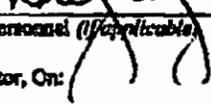
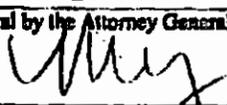
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1.3 Contractor Name Milliman Solutions, LLC 82-24-24-240010-2520000-102-500731		1.4 Contractor Address 1301 Fifth Avenue, Suite 3800 Seattle, WA 98101	
1.5 Contractor Phone Number 801-277-3034	1.6 Account Number: 010-047-79370000-500731	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$2,420,525
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1.13 Acknowledgment: State of Washington, County of King On May 17, 2017, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 		1.13.2 Name and Title of Notary or Justice of the Peace Johanna Bryant, Senior Legal Assistant	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory D Linspey	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On: 			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  Megan A. Galt - Attorney On: 5/25/17			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

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TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Administrative Rule	The State's formal regulations that have force of law.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
BAA	Business Associates Agreement
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure <i>under the Contract</i>
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	The documentation consisting of both the P-37 Agreement, Contract Agreement - IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and

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	duties of the parties with respect to the Scope of Work
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section I.I)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Exhibit B Paragraph 2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person(s) that results in the use, disclosure or theft of the State's unencrypted non-public data
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency – Software - Critical, does not allow System to operate; no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and

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	<p>require re-performance of the Service.</p> <p>Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	<p>An agency of the State</p> <p>Department is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301</p>
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
DHHS	New Hampshire Department of Health and Human Services
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software
HIPAA	Health Insurance Portability and Accountability Act of 1996
HITECH	Health Information Technology for Economic and Clinical Health

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	Act
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Mbps	Megabits per second
NHID	New Hampshire Insurance Department
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
NPI	National Practitioner Identifier
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls

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	over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Plan of Operations	The Plan of Operations includes a description of the schedule, tasks, deliverables, major milestones, task dependencies, risk points, and a payment schedule. Also referred to as Work Plan.
PMBOK	Project Management Body of Knowledge published by the Project Management Instituted.
PMPM	Per Member Per Month
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SANS	SysAdmin, Audit, Network, Security Institute, the authoritative body on network security
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Service Level Agreement (SLA)	A signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract

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Software Deliverables	The COTS Software provided under this Contract and any Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
SSL	Secure Socket Layer
State	STATE is defined as: State of New Hampshire Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u>
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Sub-Contractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code

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	(new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm EST/EDT, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire acting through the New Hampshire Department of Health and Human Services, referred to as Department, and Milliman Solutions, LLC, a Washington Corporation, referred to as Contractor, having its principal place of business at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101.

For the provision of a system and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System.

RECITALS

The Department desires to have the Contractor provide a New Hampshire Comprehensive Healthcare Information System, and associated Services for the State;

The Contractor wishes to provide the services and requirements of this contract.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. CONTRACT DOCUMENTS

This Contract Agreement is comprised of the following documents:

Part 1- Form P-37, General Provisions

Part 2 – Information Technology Provisions

Part 3 – Exhibits:

Exhibit A – Contract Deliverables
Exhibit B – Price and Payment Schedule
Exhibit C – Special Provisions
Exhibit D – Administrative Services
Exhibit E – Implementation Services
Exhibit F – Testing Services
Exhibit G – Maintenance and Support Services
Exhibit H – Requirements
Exhibit I – Work Plan
Exhibit J – Software License and Related Terms
Exhibit K – Warranty and Warranty Services
Exhibit L – Training Services
Exhibit M – Agency RFP with Addendums, by reference
Exhibit N – The Vendor Proposal, by reference
Exhibit O – Certificates and Attachments

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Exhibit P – Exhibit C-2, Requirements
Exhibit Q - Department specific Exhibits D through J

1.2. ORDER OF PRECEDENCE

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

- State of New Hampshire Department of Health and Human Services Contract Agreement 2017-001, including Parts 1, 2, and 3
- State of New Hampshire, Department of Health and Human Services RFP 2017-001
- Vendor Proposal Response to RFP 2017-001 dated November 1, 2016

2. CONTRACT TERM

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

The Contract shall begin on the Effective Date and extend through June 30, 2022. The Term may be extended for up to three (3) additional years, (“Extended Term”) at the sole option of the Department, subject to the parties’ prior written agreement on applicable fees for each extended term.

The Contractor shall commence work upon issuance of a Notice to Proceed by the Department.

The Department does not require the Contractor to commence work prior to the Effective Date, however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the Department shall be under no obligation to pay the Contractor for any costs incurred or services performed. However, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of the Contractor’s obligation under the Contract.

3. COMPENSATION

3.1. CONTRACT PRICE

The Contract Price is identified in Part 1, P-37, block 1.8, Price Limitation. Method of payment and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: Price and Payment Schedule.

3.2. NON-EXCLUSIVE CONTRACT

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

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Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

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

4.1. THE CONTRACTOR'S CONTRACT MANAGER

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

Add Name, title, address, phone and email

4.2. THE CONTRACTOR'S PROJECT MANAGER

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

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

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the Department written justification and obtaining the prior written approval of the Department. The Department's approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contractor's Project Manager being replaced, meet the requirements of the Contract, and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6 *Reference and Background Checks*, below. The Contractor shall assign a replacement Contractor's Project Manager and the Contractor shall continue during the ten (10) business day period to provide competent Project Management Services through the assignment of a qualified interim Contractor's Project Manager.

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

4.2.5. The Contractor's Project Manager is:

PM for new functionality and new system requirements:

Brent Dunn,
Project Manager & Healthcare Technology Consultant
brent.dunn@milliman.com

PM for Ongoing Support Activities

Pooja Kansal
Project Manager & Healthcare Technology Consultant
Pooja.kansal@milliman.com

4.3. THE CONTRACTOR'S KEY PROJECT STAFF

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the RFP Appendix C: *System Requirements and Deliverables*, Table C-2 *System Requirements and Deliverables Vendor Response Checklist*. The Department reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the Department. Any background checks shall be performed in accordance with General Provisions Section 4.6.

4.3.2. The Contractor shall not change any Contractor's Key Project Staff commitments without providing the Department written justification and obtaining the prior written approval of the Department. Department approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than the Contractor's Key Project Staff being replaced, meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement – General Provisions, Section 4.6: *Reference and Background Checks*.

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

4.4. DEPARTMENT CONTRACT MANAGER

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

Mary Fields; mary.fields@dhhs.nh.gov

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4.5. DEPARTMENT PROJECT MANAGER

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

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

4.5.2. The Department's Project Manager is:

Mary J. Fields
NH CHIS Project Manager/Business Systems Analyst
129 Pleasant St., Concord, NH 03301
(603) 271-9358
Mary.fields@dhhs.state.nh.us

4.6. REFERENCE AND BACKGROUND CHECKS

4.6.1. The Department may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and the Contractor's Key Project Staff. The Department shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – General Provisions, Section 11: *Use of State's Information, Confidentiality*.

5. DELIVERABLES

5.1. CONTRACTOR'S RESPONSIBILITIES

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

5.2. DELIVERABLES AND SERVICES

5.2.1. The Contractor shall provide the Department with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverables or Services.

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5.3. NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

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

5.4. SOFTWARE AND DELIVERABLES REVIEW AND ACCEPTANCE

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

6. SOFTWARE

6.1. The Contractor shall provide the Department with Software Licenses and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1. ADMINISTRATIVE SERVICES

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

7.2. IMPLEMENTATION SERVICES

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

7.3. TESTING SERVICES

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

7.4. TRAINING SERVICES

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

7.5. MAINTENANCE AND SUPPORT SERVICES

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

7.6. WARRANTY SERVICES

The Contractor shall provide the Department with warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty Services*.

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8. WORK PLAN DELIVERABLE

- 8.1. The Contractor shall provide the Department with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.
- 8.2. The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. The Contractor shall update the Work Plan as necessary, but no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the Department, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the Department, is incorporated herein by reference.
- 8.3. Unless otherwise agreed in writing by the Department, changes to the Contract Exhibit I: *Work Plan* shall not relieve the Contractor from liability to the Department for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.
- 8.4. In the event of any delay in the Schedule, the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the Department, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the Department's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.
- 8.5. Notwithstanding anything to the contrary, the Department shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Contractor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

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10. INTELLECTUAL PROPERTY

10.1. SOFTWARE TITLE

- 10.1.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation, shall remain with the Contractor.

10.2. DEPARTMENT'S DATA AND PROPERTY

- 10.2.1. All rights, title and interest in Department Data shall remain with the Department. All Data and any property which has been received from the Department or purchased with funds provided for that purpose under this Agreement, shall be property of the Department, and shall be returned to the Department upon demand or upon termination of this Agreement for any reason.

10.3. CONTRACTOR'S MATERIALS

- 10.3.1. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the Department Confidential Information by the Contractor's employees or third party consultants engaged by the Contractor.
- 10.3.2. Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries, records of parole and pardon boards, personal school records of pupils, records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.4. DEPARTMENT WEBSITE COPYRIGHT

10.4.1. WWW Copyright and Intellectual Property Rights

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

10.5. CUSTOM SOFTWARE SOURCE CODE

- 10.5.1. Should any custom source code be developed, the Contractor shall provide the Department with a copy of the code, which shall be subject to the License rights. The Department shall receive a worldwide, perpetual, irrevocable, non-exclusive

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paid-upright and license to use, copy, modify and prepare derivative works of any
custom developed software.

10.6. SURVIVAL

10.6.1. The Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF DEPARTMENT'S INFORMATION, CONFIDENTIALITY

11.1. USE OF DEPARTMENT'S INFORMATION

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

11.2. DEPARTMENT CONFIDENTIAL INFORMATION

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

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

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

11.2.4. In the event of the unauthorized release of Department Confidential Information, the Contractor shall immediately notify the Department, and the Department may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

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11.3. CONTRACTOR CONFIDENTIAL INFORMATION

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

11.4. SURVIVAL

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

12. LIMITATION OF LIABILITY

12.1. DEPARTMENT

12.1.1. Subject to applicable laws and regulations, in no event shall the Department be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the Department shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

12.2. CONTRACTOR

12.2.1. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the Department shall not exceed two times (2X) the total Contract price set forth in Contract Agreement – P-37, General Provisions, Block 1.8.

12.2.2. Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations set forth in the Contract Agreement – General Provisions Section 13 *Indemnification* and confidentiality obligations in

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Contract Agreement – General Provisions Section 11: *Use of State's Information, Confidentiality, which shall be unlimited.*

12.3. STATE'S IMMUNITY

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

12.4. SURVIVAL

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

13. TERMINATION

This section shall survive the termination or Contract Conclusion.

13.1. TERMINATION FOR DEFAULT

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

- 13.1.1.1. Failure to perform the Services satisfactorily or on schedule,
- 13.1.1.2. Failure to submit any report required, and/or,
- 13.1.1.3. Failure to perform any other covenant, term or condition of the Contract.

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

13.1.2.1. Unless otherwise provided in the Contract, the Department shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the Department ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the Department may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.

13.1.2.2. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the Department determines that the Contractor has cured the Event of Default shall never be paid to the Contractor.

13.1.2.3. Set off against any other obligations the Department may owe to the Contractor any damages the Department suffers by reason of any Event of Default.

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- 13.1.2.4. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- 13.1.2.5. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the Department for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties and staff time costs, all of which shall be subject to the limitations of liability set forth in the Contract.
- 13.1.3. The Contractor shall provide the Department with written notice of default, and the Department shall cure the default within thirty (30) days.

13.2. TERMINATION FOR CONVENIENCE

- 13.2.1. The Department may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the Department shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the Department. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.
- 13.2.2. During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Department from such winding down and cessation of Services.

13.3. TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4. TERMINATION PROCEDURE

- 13.4.1. Upon termination of the Contract, the Department, in addition to any rights provided in the Contract, may require the Contractor to deliver to the Department

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any property including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

- 13.4.2. After receipt of a notice of termination, and except as otherwise directed by the Department, the Contractor shall:
- 13.4.2.1. Stop work under the Contract on the date, and to the extent specified in the notice,
 - 13.4.2.2. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Department to the extent required, which approval or ratification shall be final for the purpose of this Section,
 - 13.4.2.3. Take such action at the Department directs, or as necessary to preserve and protect the property related to the Contract which is in possession of the Contractor and in which the Department has an interest,
 - 13.4.2.4. Transfer title to the Department and deliver in the manner, at the times, and to the extent directed by the Department, any property which is required to be furnished to the Department and which has been accepted or requested by the Department,
 - 13.4.2.5. Provide written Certification to the Department that the Contractor has surrendered to the Department all said property, and
 - 13.4.2.6. Assist in Transition Services, as reasonably requested by the Department at no additional cost.

14. CHANGE OF OWNERSHIP

- 14.1. In the event that the Contractor should change ownership for any reason, whatsoever, the Department shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the Department, or immediately terminate the Contract without liability to the Contractor, its successors or assigns. Any assignment, delegation, or subcontracting must be approved in writing by the State in accordance with Paragraph 12 of the General Provisions (P-37).

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the Department. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the Department's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the Department.
- 15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, sub-contractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the Department, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date.

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In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the Department against the Contractor that may arise from any event of default of the provisions of the contract. The Department shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all changes resulting from the Contract.

- 15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the Department shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract, continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the Department, or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

16.3. Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	DEPARTMENT	CUMULATIVE ALLOTTED TIME
Primary	Mary Clare Milliman General Counsel	Mary Fields State Project Manager (PM)	5 Business Days
First	Kent Sacia Principal	Andrew Chalsma Director	10 Business Days

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Second	Rich Moyer Principal	Jeffrey A. Meyers Commissioner	15 Business Days

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

17. REQUIRED WORK PROCEDURES

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

17.1. COMPUTER USE

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

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

17.2. EMAIL USE

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

17.3. INTERNET/INTRANET USE

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

17.4. REGULATORY GOVERNMENT APPROVALS

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

18. GENERAL PROVISIONS

18.1. INSURANCE CERTIFICATE

18.1.1. The Insurance Certificate should not the Certificate Holder in the lower left hand block including: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301.

18.2. EXHIBITS

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

18.3. VENUE AND JURISDICTION

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

18.4. SURVIVAL

18.4.1. The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3 Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions – Section 11: Use of State’s Information Confidentiality and General Provisions – Section 14: Termination which shall all survive the termination of the Contract.

18.5. FORCE MAJEURE

18.5.1. Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not 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.

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

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18.6. NOTICES

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

Milliman Solutions, LLC 1301 Fifth Avenue, Suite 3800 Seattle, WA 98101	Department of Health and Human Services Office of Quality, Assurance and Improvement 129 Pleasant Street Concord, NH 03301
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DEPARTMENT OF HEALTH AND HUMAN SERVICES
COMPREHENSIVE HEALTHCARE INFORMATION SYSTEM
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EXHIBIT A
DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

1.1. Project Overview

- 1.1.1. The general scope of the project is to provide a System and associated services for the de-identification of direct identifiers, collection, quality assurance, consolidation, secure storage, and access, via development of analytic-ready data sets, of all payer health insurance claims data as part of the New Hampshire Comprehensive Healthcare Information System ("CHIS").

1.2. General Project Assumptions

- 1.2.1. The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, Decision Sheets, and other documents used in the management and tracking of the project. The Department and the Contractor Project Managers will review these tools templates and determine which will be used for the project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
- 1.2.2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide the Department with a template, table of contents, or agenda for review and prior approval by the Department.
- 1.2.3. The Contractor shall ensure appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the CHIS data, the Department's Information Technology resources, information, and services. Security requirements are defined in Appendix C-2 of the Request for Proposal. The Contractor shall provide the Department resources, information, and services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of the State networks, systems, and data.
- 1.2.4. The Contractor shall develop a tool for the Department that will provide the Department with the ability to submit a SQL query directly to the database should it choose to do so and have the results returned directly to the Department in a password protected and compressed (zipped) flat file. The tool will send email notification when the SQL query results are ready and will specify where the file can be downloaded (using SFTP). This tool will be developed and ready for use upon the effective date of the contract.
- 1.2.5. The Department may request support from the Contractor in the event the Department is unable to create SQL query to be processed by the tool. The Contractor agrees to acknowledge the receipt of a Direct Request made during Business Hours (Monday through Friday 8:00 a.m. to 4:30 p.m. Eastern Time) within three (3) hours of receipt of such request and, to the extent reasonably possible,

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provide the necessary information or assistance to remedy the Department's concerns within twenty-four (24) hours of receipt of the Department's request.

- 1.2.6. The Department may submit support requests to the Contractor by sending an email detailing the support requested to nhchissupport@milliman.com. On receipt of such request, Milliman will acknowledge the receipt of such request and direct the request to the appropriate Milliman resource for handling. The assigned Milliman resource will work with the Department to resolve the issues giving rise to the request.
- 1.2.7. The Deliverables are set forth in the Schedule described below in Exhibit B, Section 1, Price and Payment Schedule. By unconditionally accepting a Deliverable, the Department reserves the right to reject any and all Deliverables in the event the Department detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.
- 1.2.8. Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

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PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$2,420,525 for the period between the Effective Date through June 30, 2022. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the Department for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below.

Reference Number	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
1.	Conduct Project Kickoff Meeting	3/9/17	\$2,525
2.	Plan of Operation	3/10/17	\$1,750
3.	Work Plan	3/10/17	\$1,345
4.	Carrier Communication Plan and Materials	In place	\$0
5.	Analysis Report	In place	\$0
6.	Architecture Plan	In place	\$0
7.	Implementation of web-based Carrier registration and tracking process	In place	\$0
8.	Software Configuration Plan	3/10/17 – for Query Express	\$1,400
9.	Implementation of all Project website components	In place	\$0
10.	De-identification Plan	In place	\$0
11.	Consolidation Design Plan	In place	\$0
12.	System Test Plan	In place	\$0
13.	Test Plan	In place	\$0
14.	Design Plan for validating Carrier submissions	In place	\$0
15.	Initial Data Dictionaries (Public Use, Limited Use and Consolidated)	In place	\$0
16.	Initial Data Submission Manual	In place	\$0
17.	Vendor system available for vendor testing and State acceptance	In place	\$0
15.	Vendor system available for de-identification, Carrier submission and data validation	In place	\$0
19.	Data Consolidation and Value Added data elements implemented in Vendor system	In place	\$0
20.	Quality Assurance Design Plan for validating data set extracts	In place	\$0
21.	Quarterly data set extracts prepared, validated, and delivered to DHHS and NHID Quarterly, Beginning 03/30/17 (20 total)	Beginning 3/30/2017	\$46,724 per quarter
22.	Quarterly Public Use data set package prepared and validated Quarterly, Beginning 03/30/17 (20 total)	Beginning 3/30/2017	\$33,816 per quarter

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Table 1.3: Proposed Vendor Staff, Resource Hours and Rates Worksheet

Title	Name	Implementation	Operations	Project Close Out	Hourly Rate	Hours X Rate
Strategic Account Manager	Al Prysunka	5	200 per year	5	\$285	\$59,850
Implementation Engagement Lead	Joel Suelzle	20	125 per year	10	\$420	\$65,100
IT System Manager and Maintenance and Operations Engagement Lead	Ryan Andersen	5	80 per year		\$315	\$26,775
Project Manager and Relationship Lead	Brent Dunn	25	520 Year one of new contract only	20	\$205	\$115,825
Business Analyst	Doug Bates	20	40 per year	5	\$335	\$21,775
Client Services Manager	Pooja Kansal	20	2,080 per year	20	\$150	\$162,000
Development Lead	Iyibo Jack		25 per year		\$305	\$7,625
Data Security and Compliance Officer	Jason Bohreer		50 per year		\$280	\$14,000
Technical Lead	Kyle Pierce	10	200 per year		\$230	\$48,300
Data Consultant/Analyst	Resource pool		1,040 per year		\$120	\$124,800
Development Analyst	Resource pool		80 per year		\$120	\$9,600
Testing Analyst	Resource pool	5	80 per year		\$120	\$10,200
Technical Analyst	Resource pool	5	80 per year		\$120	\$10,200
Production Analyst	Resource pool		250 per year		\$120	\$30,000

1.3. Future Vendor Rates Worksheet

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

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Initial System Implementation	\$29,725					
Monthly Data Processing & Support Fees		\$156,000	\$156,000	\$156,000	\$156,000	\$156,000
Quarterly Extracts		\$322,160	\$322,160	\$322,160	\$322,160	\$322,160
Optional Public Query Tool	N/A	N/A	N/A	N/A	N/A	N/A
TOTAL	\$29,725	\$478,160	\$478,160	\$478,160	\$478,160	\$478,160

2. CONTRACT PRICE

- 2.1. Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the Department exceed \$2,420,525 ("Total Contract Price"). The payment by the Department of the total Contract Price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.
- 2.2. The Department will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

- 3.1. The Contractor shall submit correct invoices to the Department and NHID for all amounts to be paid by the Department and NHID. All invoices submitted shall be subject to the Department's and NHID's prior written approval, which shall not be unreasonably withheld. ~~The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract.~~ Invoices must be in a format as determined by the Department and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought; and the Acceptance date triggering such payment, date of delivery and/or installation; monthly maintenance charges; and any other Project costs or retention amounts if applicable.
- 3.2. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the Department will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.
 - 3.2.1. With regard to Reference #40 – Provide Quarterly Extracts - \$80,540, the Contractor shall submit an invoice for these services once per quarter in the amount of \$80,540, which shall be paid, regardless of whether the Department chooses to publish the Quarterly Extract.

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the State will be entitled to recover assessment of liquidated damages under each section applicable to any given incident.

- 7.3. The State will make all assessments of liquidated damages. Upon determination that liquidated damages are to be or may be assessed, the State will notify the Contractor of the potential assessment in writing.
- 7.4. The Contractor agrees that as determined by the State, failure to provide services meeting the performance standards described below will result in assessment of liquidated damages as specified in the following table.

Service Performance	Standard	Assessments
1. Reporting Requirements	Contractor shall provide all reports and deliverables specified in Exhibit B in an acceptable condition within the stated time period.	Liquidated damages in the amount of a 5% reduction in payments per day for the month(s) in which the Contractor fails to provide the required report in an acceptable form.
2. Systems Noncompliance	The Contractor shall maintain its computer system and necessary data management, transmission and support systems in a manner that assures continued compliance with the contract provisions.	Liquidated damages in the amount of a 5% reduction in payments per day for the month in which the Contractor fails to meet the standard.
3. Plan of Operations Noncompliance	The Plan of Operations shall reflect the policies, procedures and processes used in the execution of the contract. Any deviation, including from timelines, shall require the prior approval of DHHS and amendment of the Plan of Operations.	Liquidated damages of a 5% reduction in payments per day for the month in which the Contractor fails to maintain the Plan of Operations, to follow its provisions, or initiates any action not covered and/or not approved by DHHS.
4. Prompt Implementation	Implementation shall occur within one week of contract approval by Governor and Council.	Failure of the successful Contractor to meet this standard shall result in liquidated damages of \$1,000 per day starting the seven days after contract approval by Governor and Council and each day

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		thereafter until implementation occurs.
5. Data Extracts	<p>A. Contractor shall provide quarterly consolidated and public use extracts as scheduled and approved by the Department.</p> <p>B. Contractor shall provide customized (Limited Use) data extracts within 10 business days of approval and notification from the Department.</p>	Liquidated damages in the amount of a 5% reduction in payments per day for the month(s) in which the Contractor fails to provide the required extract(s) in the form agreed upon by the parties.

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SPECIAL PROVISIONS

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 6 of the General Provisions of this contract, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, subsection 6.3 shall be replaced with the following:

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (4) C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts relating to the subject matter of this agreement for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this agreement.

2. Subparagraph 14 of the General Provisions of this contract, Insurance, subsection 14.2 shall be replaced with the following:

14.2 Herein shall be on policy forms and endorsements approved for the use in the State of New Hampshire by the NH Department of Insurance, and issued by insurers licensed in the State of New Hampshire as admitted or surplus line carriers.

3. Exhibit I, Health Insurance Portability Act Business Associate Agreement, paragraph (3) Obligations and Activities of a Business Associate, sub-paragraph a. to read:

a. The Business Associate shall notify the Covered Entity's Privacy Officer within twenty-four (24) hours of the Business Associate becoming aware of any use or disclosure of PHI in violation of the terms of this Agreement including, but not limited to, breaches of Unsecured Protected Health Information and/or any successful security incident that may have an impact on the PHI, provided, however, that the parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but unsuccessful security incidents of which no additional notice to Covered Entity shall be required. Unsuccessful security incidents shall include but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of services and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Covered Entity's PHI.

4. Exhibit I, Health Insurance Portability Act Business Associate Agreement, paragraph (3) Obligations and Activities of a Business Associate, sub-paragraph g. to read:

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 in order for Covered Entity to meet the requirements under 45 CFR Section 164.524.

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5. Exhibit I, Health Insurance Portability Act Business Associate Agreement, paragraph (3) Obligations and Activities of a Business Associate, sub-paragraph k. to read:
 - k. In the event any individual request access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within three (3) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests.

6. Exhibit I, Health Insurance Portability Act Business Associate Agreement, paragraph (6) Miscellaneous, sub-paragraph d. to read:
 - d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit the parties to comply with HIPAA, the Privacy and Security Rule. In the event of a conflict between this Business Associate Agreement and the Agreement relating to the use or handling of PHI, this Business Associate Agreement shall control.

7. Exhibit I, Health Insurance Portability Act Business Associate Agreement, paragraph (6) Miscellaneous, sub-paragraph g. to read:
 - g. Entire Agreement. This Business Associate Agreement shall constitute the entire agreement of the parties hereto with respect to the handling of PHI and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

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ADMINISTRATIVE SERVICES

1. TRAVEL EXPENSES

- 1.1. The Contractor must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

- 2.1. The Department will not pay for any shipping or delivery fees unless specifically itemized in the Contract.

3. ACCESS COOPERATION

- 3.1. As applicable, and subject to the applicable laws and regulations, the Department will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.
- 3.2. The Department will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

4. DEPARTMENT OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

- 4.1. The Contractor shall provide the Department access to all Department-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the Department, the Contractor shall turn over all Department-owned documents, material, reports, and work in progress relating to this Contract to the Department at no additional cost to the Department. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

- 5.1. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) *Subpart 4.7 Contractor Records Retention*.
- 5.2. The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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- 5.3. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the Department. Delivery of and access to such records shall be at no cost to the Department during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. The Contractor shall include the record retention and review requirements of this section in any of its subcontracts.
- 5.4. The Department agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the Department's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

6. ACCOUNTING REQUIREMENTS

- 6.1. The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E
IMPLEMENTATION SERVICES

1. DEPARTMENT MEETINGS AND REPORTS

- 1.1. The Department believes that effective communication and reporting are essential to Project success.
- 1.2. The Contractor's Key Project Staff shall participate in meetings as requested by the Department Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - 1.2.1. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and Department Project leaders from both the Department and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.
 - 1.2.2. **Kickoff Meeting:** Participants will include the Department and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
 - 1.2.3. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the Department Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.
 - 1.2.4. **The Work Plan:** Must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
 - 1.2.5. ~~Special Meetings: The need may arise for a special meeting with Department leaders or Project stakeholders to address specific issues.~~
 - 1.2.6. **Exit Meeting:** Participants will include Project leaders from the Contractor and the Department. Discussion will focus on lessons learned from the Project and on follow up options that the Department may wish to consider.
- 1.3. The Department expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.
- 1.4. The Contractor's Project Manager or Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the Department. The Contractor's Project Manager shall assist the Department's Project Manager, or itself produce reports related to Project Management as reasonably requested by the Department, all at no additional cost to the

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Department. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

- 1.4.1. Project status related to the Work Plan,
 - 1.4.2. Deliverable status,
 - 1.4.3. Accomplishments during weeks being reported,
 - 1.4.4. Planned activities for the upcoming two (2) week period,
 - 1.4.5. Future activities,
 - 1.4.6. Issues and concerns requiring resolution, and
 - 1.4.7. Report and remedies in case of falling behind schedule.
- 1.5. As reasonably requested by the Department, the Contractor shall provide the Department with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the Department in preparing reports and presentations, as reasonably requested by the Department, all at no additional cost to the Department.

2. IMPLEMENTATION STRATEGY

2.1. Key Components

- 2.1.1. The Contractor shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan.
- 2.1.2. The Contractor and the Department shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- 2.1.3. The Contractor's team will provide training templates as defined in the Training Plan, which will be customized to address the Department's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the Department, providing sufficient time for development of material and functionality is defined and configured.
- 2.1.4. The Contractor shall utilize an approach that fosters and requires the participation of Department resources, uses their business expertise to assist with the configuration of the applications, and prepares the Department to assume responsibility for and ownership of the new or modified System. A focus on technology transition shall be deemed a priority.
- 2.1.5. The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team and report status.
- 2.1.6. The Contractor shall adopt an Implementation time line aligned with the Department's required time line.

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2.2. Timeline

2.2.1. The Timeline is set for the in the Work Plan. During the initial planning period Project task and resources plans will be established for the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized and team training initiated.

2.2.2. Project Infrastructure

The focus of the Project infrastructure work phase is the acquisition and implementation of the Project's development and production hardware infrastructure.

2.2.3. Implementation

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

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Department's schedule.

Implementation shall be piloted in one area/office to refine the training and Implementation approach, or the Department shall choose a one-time statewide Implementation.

2.2.4. Change Management and Training

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

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TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

- 1.1. The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the Department staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the Department and the testing of the training materials.
- 1.2. The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.
- 1.3. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the Department during User Acceptance Test and Implementation.
- 1.4. In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

2. Test Planning and Preparation

- 2.1. The Contractor shall provide the Department with an overall Test Plan that will guide all testing. The Contractor provided, Department approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all error and problems identified during test execution.
- 2.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, Department testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results, prior to the start of any testing executed by Department staff. The Department will be presented with a Department approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

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- 2.3. The Department will commence testing within 5 Business Days of receiving Certification from the Contractor that the Department's personnel have been trained and the System is installed, configured, complete, and ready for Department testing. The testing will be conducted by the Department in an environment independent from the Contractor's development environment. The Contractor must assist the Department with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.
- 2.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the Department.
- 2.5. The Contractor must demonstrate that their testing methodology can be integrated with the Department standard methodology.

3. Unit Testing

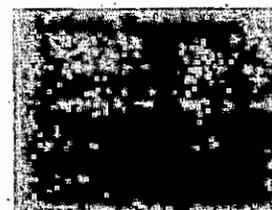
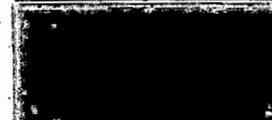
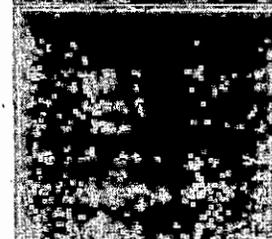
- 3.1. In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.
- 3.2. The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.
- 3.3. The Contractor's developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

	- Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
	For application modules, conversions and interfaces the Contractor's team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

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4. System Integration Testing

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

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

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5. Installation Testing

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

6. User Acceptance Testing (UAT)

- 6.1. UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the Department.
- 6.2. The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by Department staff.
- 6.3. The Department shall be presented with all testing results, as well as written Certification that the Contractor has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The Department shall commence testing within five (5) business days of receiving Certification, in writing from the Contractor that the system is installed, configured, complete and ready for Department testing. The Department shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify implementation readiness. ~~UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new or modified System, including administrative procedures (such as backup and recovery).~~
- 6.4. The User Acceptance Test is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.
- 6.5. UAT will also service as a performance and stress test of the System. It may cover any aspect of the new or modified System, including administrative procedures such as backup and recovery. The results of the UAT will provide evidence that the new or modified System meets the User Acceptance criteria as defined in the Work Plan.
- 6.6. The results of the User Acceptance Test provide evidence that the new or modified System meets the User Acceptance criteria as defined in the Work Plan.
- 6.7. Upon successful conclusion of UAT and successful System deployment, the Department will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

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

7. Performance Tuning and Stress Testing

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

7.1.1. Scope

7.1.1.1. The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

7.1.1.2. The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

7.1.1.3. Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions.

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Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

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

7.1.1.5. The Contractor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

7.1.2. **Test Types** – Performance testing shall use two different types of tests to determine the stability of the application. They are baseline test and load tests:

7.1.2.1. **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which are used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

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

7.1.3. **Tuning** –

7.1.3.1. Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

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7.1.3.2. For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

7.1.4. Implementing Performance and Stress Test

7.1.4.1. Performance and stress test tools must be provided by the Contractor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the Contractor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

7.1.5. Scheduling Performance and Stress Testing

7.1.5.1. The Contractor shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

7.1.5.2. The Contractor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

7.1.5.3. Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

7.1.5.4. Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as not to damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. Tests will be

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run in close proximity to our infrastructure so as to eliminate the public network from our environment.

- 7.1.5.5. Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.
- 7.1.5.6. If defects are identified in the application during testing they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.
- 7.1.5.7. When performing capacity testing against a Graphical User Interface (GUI) the focus will be on the ability of the interface to respond to user input.
- 7.1.5.8. During stress/load testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal is to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.
- ~~7.1.5.9. During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login require shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.) In both cases the tester will determine the capacity of the system under a known set of conditions.~~

7.1.6. Regression Testing

- 7.1.6.1. As a result of the user testing activities, problems will be identified that require correction. The Department will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to the Department and/or user problem identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components will meet their specified requirements as follows:

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- 7.1.6.1.1. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- 7.1.6.1.2. The Contractor shall notify the Department no later than two (2) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the Department. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the Department.
- 7.1.6.1.3. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives.
 - 7.1.6.1.3.1. Validate that the change/update has been properly incorporated into the program; and
 - 7.1.6.1.3.2. Validate that there has been no unintended change to the other portions of the program.
- 7.1.6.1.4. The Contractor will be expected to:
 - 7.1.6.1.4.1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 7.1.6.1.4.2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 7.1.6.1.4.3. Manage the entire cyclic process.
- 7.1.6.1.5. The Contractor will be expected to execute the regressions test, provide actual testing results, and certify its completion in writing to the Department prior to passing the modified Software application to the users for retesting.
- 7.1.6.2. In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modifications being implemented and weight those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences

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of the modification while taking into account Schedule and economic considerations.

7.1.7. Security Review and Testing

7.1.7.1. IT Security involves all functions pertaining to the securing of Department Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

7.1.7.2. All components of the Software shall be reviewed and tested to ensure they protect the Department's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity, and availability

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

7.1.7.3. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity, and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) and code analysis and review.

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7.1.7.4. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

7.1.8. Successful UAT Completion

7.1.8.1. Upon successful completion of UAT, the Department will issue a Letter of UAT Acceptance.

7.1.9. System Acceptance

7.1.9.1. Upon completion of the Warranty Period, the Department shall issue a Letter

Penetration Testing shall include:

(delete requirements that are specific to PCI testing)

Implement a methodology for penetration testing that includes the following:

- Is based on industry-accepted penetration testing approaches (for example, NIST SP800-115)
- Includes coverage for the entire CDE perimeter and critical systems
- Includes testing from both inside and outside the network
- Includes testing to validate any segmentation and scope-reduction controls
- Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in Requirement 6.5
- Defines network-layer penetration tests to include components that support network functions as well as operating systems
- Includes review and consideration of threats and vulnerabilities experienced in the last 12 months
- Specifies retention of penetration testing results and remediation activities results.

Note: This update to Requirement 11.3 is a best practice until June 30, 2015, after which it becomes a requirement. PCI DSS v2.0 requirements for penetration testing must be followed until v3.0 is in place.

Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an operating system upgrade, a sub-network added to the environment, or a web server added to the environment).

Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operational and effective, and isolate all out-of-scope systems from in-scope systems.

of Final System Acceptance.

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MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

- 1.1. The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.
- 1.2. The Contractor shall maintain the Application System in accordance with the Contract.
- 1.3. The Contractor will not be responsible for maintenance or support for Software developed or modified by the Department.
- 1.4. **Maintenance Releases** – The Contractor shall make available to the Department the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

- 2.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.
- 2.2. As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:
 - 2.2.1. **Class A Deficiencies** – The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department, during Department business hours (M – F, 8:00 am – 4:30 pm Eastern Time) with an email/telephone response within two (2) hours of request, or the Contractor shall provide support with remote diagnostic Services within four (4) business hours of a request;
 - 2.2.2. **Class B & C Deficiencies** – The Department 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.

3. SUPPORT OBLIGATIONS AND TERM

- 3.1. The Contractor shall repair or replace Software and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract.
- 3.2. The Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the Department.
- 3.3. For all maintenance Service calls, the Contractor shall ensure the following information will be collected and maintained: nature of Deficiency; current status of the Deficiency; action plans, dates and times; expected and actual completion time; Deficiency resolution information; Resolved by; Identifying number i.e. work order number; and Issue identified by.

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- 3.4. The Contractor must work with the Department to identify and troubleshoot potentially large scale System failures or Deficiencies by collecting the following information: mean time between reported Deficiencies with the Software; diagnosis of the root cause of the problem; and identification of repeat calls or repeat Software problems.
- 3.5. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the Department shall have the right, at its option, to pursue the remedies in Part 2, 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the Department's refund request.
- 3.6. If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default and the Department shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

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EXHIBIT I
WORK PLAN

1. Finalize Work Plan

- 1.1. The Contractor shall submit a finalized Plan of Operations within ten (10) business days after Contract award and approval by Governor and Executive Council. The Plan of Operations shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Critical Events, Task Dependencies, Contractor and State Resources Required, and Payment Schedule. The plan shall be updated no less than monthly. The preliminary Work Plan created by the Contractor and the Department is set forth at the end of this Exhibit.
- 1.2. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the Department shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both Department and the Contractor team members), refine the Project's scope, and establish the Project's Schedule.

2. ASSUMPTIONS

2.1. Project Management

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

2.2. Project Schedule

- 2.2.1. Deployment is planned to begin on July 1, 2017 with a planned go-live date of August 1, 2017.

2.3. Reporting

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2.3.1. The Contractor shall conduct weekly status meetings, and provide reports that include, but are not limited to; minutes, action items, test results, and Documentation.

2.4. User Training

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

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

2.4.3. The Department shall schedule and track attendance on all end-user training classes.

2.5. Performance and Security Testing

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

2.5.2. The Department shall work with the Contractor on performance testing as set forth in Contract Exhibit F – *Testing Services*.

3. ROLES AND RESPONSIBILITIES

3.1. Contractor Team Roles and Responsibilities

3.1.1. **Contractor Team Project Executive** – The Contractor Team’s Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the Department’s Project leadership on the best practices for implementing the Contractor Software Solution within the Department. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the Department’s Team.

3.1.2. **Contractor Team Project Manager** – The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities.

3.1.2.1. Maintain communications with the Department’s Project Manager;

3.1.2.2. Work with the Department in planning and conducting a kick-off meeting;

3.1.2.3. Create and maintain the Work Plan;

3.1.2.4. Assign Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

3.1.2.5. Define roles and responsibilities of all Contractor Team members;

3.1.2.6. Provide weekly and monthly update progress reports to the Department Project Manager;

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- 3.1.2.7. Notify the Department Project Manager of requirements for the Department resources in order to provide sufficient lead time for resources to be made available;
 - 3.1.2.8. Review task progress for time, quality, and accuracy in order to achieve progress;
 - 3.1.2.9. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
 - 3.1.2.10. Implement scope and Schedule changes as authorized by the Department Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
 - 3.1.2.11. Inform the Department Project Manager and staff of any urgent issues if and when they arise; and
 - 3.1.2.12. Provide the Department completed Project Deliverables and obtain sign-off from the Department's Project Manager.
- 3.1.3. **Contractor Team Analysis** – The Contractor Team shall conduct analysis of requirements by application, and perform business requirements mapping:
- 3.1.3.1. Construct and confirm application test case scenarios;
 - 3.1.3.2. Produce application configuration definitions and configure the applications;
 - 3.1.3.3. Conduct testing of the configured application;
 - 3.1.3.4. Produce functional Specifications for extensions, conversions, and interfaces;
 - 3.1.3.5. Assist the Department in the testing of extensions, conversions, and interfaces;
 - 3.1.3.6. Assist the Department in execution of the Department's Acceptance Test;
 - 3.1.3.7. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the Department;
 - 3.1.3.8. Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
 - 3.1.3.9. Assist with the transition to production.
- 3.1.4. **Contractor Team Tasks** – The Contractor team shall assume the following tasks:
- 3.1.4.1. Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
 - 3.1.4.2. Development and Documentation of conversions and interface programs in accordance with functional and technical Specifications;
 - 3.1.4.3. Development and Documentation of installation procedures;
 - 3.1.4.4. Development and execution of unit test scripts;
 - 3.1.4.5. Unit testing of conversions and interfaces developed; and

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3.1.4.6. System Integration Testing.

3.2. **Department Roles and Responsibilities** – The following Department resources have been identified for the Project. The time demands on the individual Department team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the Department Leads and the phase of the Implementation.

3.2.1. **Department Project Manager** – The Department Project Manager shall work side-by-side with the Contractor Project Manager. The role of the Department Project Manager is to manage Department resources, facilitate completion of all tasks assigned to Department staff, and communicate Project status on a regular basis. The Department Project Manager represents the Department in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary state resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The Department Project Manager has the following responsibilities:

- 3.2.1.1. Plan and conduct a kick-off meeting with assistance from the Contractor team;
- 3.2.1.2. Assist the Contractor Project Manager in the development of a detailed Work Plan;
- 3.2.1.3. Identify and secure the Department Project Team members in accordance with the Work Plan;
- 3.2.1.4. Define roles and responsibilities of all Department Project Team members assigned to the Project;
- 3.2.1.5. ~~Identify and secure access to additional Department end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;~~
- 3.2.1.6. Communicate issues to Department management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- 3.2.1.7. Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- 3.2.1.8. Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.

3.2.2. **Department Subject Matter Expert (SMEs)** – The role of the Department SMEs is to assist application teams with an understanding of the Department's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SMEs include the following:

- 3.2.2.1. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- 3.2.2.2. Assist in validating and documenting user requirements, as needed;

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WORK PLAN

- 3.2.2.3. Assist in mapping business requirements;
 - 3.2.2.4. Assist in constructing test scripts and data;
 - 3.2.2.5. Assist in System Integration and Acceptance Testing;
 - 3.2.2.6. Assist in performing conversion and integration testing and Data verification; and
 - 3.2.2.7. Attend Project meetings when requested.

 - 3.2.2.8. Work in partnership with the Contractor and lead the Department technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the Department; and
 - 3.2.2.9. Represent the technical efforts of the Department at weekly Project meetings.
- 3.2.3. **Department Network Administrator (DoIT)** – The Department Network Administrator will provide technical support regarding networking requirements administration. Responsibilities include:
- 3.2.3.1. Assess the ability to the Department's overall network architecture and capacity to adequately support implemented applications;
 - 3.2.3.2. Establish connections among the database and application servers; and
 - 3.2.3.3. Establish connections among the desktop devices and the Application and database servers.
- 3.2.4. **Department Testing Administrator** – The Department's Testing Administrator will coordinate the Department's testing efforts. Responsibilities include:
- 3.2.4.1. Coordinating the development of system, integration, performance, and Acceptance Test plans;
 - 3.2.4.2. Coordinating system, integration, performance, and Acceptance Tests;
 - 3.2.4.3. Ensuring that proposed process changes are considered by process owners;
 - 3.2.4.4. Establish priorities of Deficiencies requiring resolution; and
 - 3.2.4.5. Tracking Deficiencies through resolution.

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EXHIBIT J
SOFTWARE LICENSE

1. LICENSE GRANT

1.1. Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*, the Contractor hereby grants to the Department a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The Department may allow its agents and Contractors to access and use the Software, and in such event, the Department shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set for the herein.

2. SOFTWARE AND DOCUMENTATION COPIES

2.1. The Contractor shall provide the Department with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The Department shall have the right to copy the Software and its associated Documentation for its internal business needs. The Department agrees to include copyright and proprietary notices provided to the Department by the Contractor on such copies.

3. RESTRICTIONS

- 3.1. Except as otherwise permitted under the Contract, the Department agrees not to:
- 3.1.1. Remove or modify any program markings or any notice of Contractor's proprietary rights;
 - 3.1.2. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
 - 3.1.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

4. TITLE

4.1. Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation shall remain with the Contractor.

5. VIRUSES

- 5.1. The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.
- 5.2. As part of its internal development process, the Contractor will use reasonable efforts to test the Software for viruses. The Contractor shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the Department believes a virus may be present in the Software, then upon its request, the Contractor shall provide a master copy for comparison with and correction of the Department's copy of the Software.

6. AUDIT

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- 6.1. Upon forty-five (45) days written notice, the Contractor may audit the Department's use of the programs at the Contractor's sole expense. The Department agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The Department agrees that the Contractor shall not be responsible for any of the Department's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

7. SOFTWARE NON-INFRINGEMENT

- 7.1. The Contractor warrants that it has good title to, or the right to allow the Department to use all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.
- 7.2. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the Department that any Material infringe their intellectual property rights, the Contractor shall defend and indemnify the Department against the claim provided that the State:
- 7.2.1. Promptly notifies the Contractor in writing, no later than thirty (30) days after the Department receives actual written notice of such claim;
- 7.2.2. Gives the Contractor control of the defense and any settlement negotiations; and
- 7.2.3. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 7.3. Notwithstanding the foregoing, the Department's counsel may participate in any claim to the extent the Department seeks to assert any immunities or defenses applicable to the State.
- 7.4. If the Contractor believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the license, and require return of the applicable Material and refund all fees the Department has paid the Contractor under the Contract. The Contractor will not indemnify the Department if the Department alters the Material without the Contractor's consent or uses it outside the scope of use identified in the Contractor's user Documentation or if the Department uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Department at no additional cost. The Contractor will not indemnify the Department to the extent that an infringement claim is based upon any information, design, Specification, instruction, Software, data, or material not furnished by the Contractor. The Contractor will not indemnify the Department to the extent that an infringement claim is based upon the

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combination of any Material with any produces or services not provided by the Contractor without the Contractor's consent.

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1. Services

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

1.2. Software

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

1.2.2. For any breach of the above Support and Maintenance warranty, the Department's remedy, and the Contractor's entire liability, shall be:

1.2.2.1. The correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the Department may end its program license and recover the fees paid to the Contractor for the program license and any unused prepaid technical support fees the Department has paid for the program license;

1.2.2.2. The re-performance of the deficient Services; or

1.2.2.3. If the Contractor cannot substantially correct a breach in a commercially reasonable manner, the Department may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3. Non-Infringement

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

1.4. Viruses; Destructive Programming

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

1.5. Compatibility

1.5.1. The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an

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EXHIBIT K
WARRANTY AND WARRANTY SERVICES

Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6. Services

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

1.7. Personnel

1.7.1. 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.

1.8. Breach of Data

1.8.1. The Contractor shall be solely liable for costs associated with any breach of Department Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY SERVICES

2.1. The Contractor agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period, at no additional cost to the Department, in accordance with the Specifications, Terms, and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies, eliminating viruses or destructive programming, and replacing incorrect, Defective or Deficient Software and Documentation.

2.2. Warranty Services shall include, without limitation, the following:

- 2.2.1. Maintain the System Software in accordance with the Specifications and Terms of the Contract;
- 2.2.2. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- 2.2.3. The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department between 8:00 am and 5:00 pm EST from Monday – Friday with an email/telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- 2.2.4. On-site additional Services within four (4) business hours of a request;
- 2.2.5. Maintain a record of the activities related to warranty repair or maintenance activities performed for the Department;

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WARRANTY AND WARRANTY SERVICES

- 2.2.6. For all Warranty Service calls, the Contractor shall ensure the following information will be collected and maintained:
 - 2.2.6.1. Nature of Deficiency;
 - 2.2.6.2. Current status of the Deficiency;
 - 2.2.6.3. Action plans, dates, and times;
 - 2.2.6.4. Expected and actual completion time;
 - 2.2.6.5. Deficiency resolution information;
 - 2.2.6.6. Resolved by;
 - 2.2.6.7. Identifying number i.e. work order number; and
 - 2.2.6.8. Issue identified by.
- 2.2.7. The Contractor must work with the Department to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 2.2.7.1. Mean time between reported Deficiencies with the Software;
 - 2.2.7.2. Diagnosis of the root cause of the problem; and
 - 2.2.7.3. Identification of repeat calls or repeat Software problems.
- 2.2.8. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than 5 business days, unless specifically extended in writing by the Department and at no additional cost to the Department.
- 2.3. In the event the Contractor fails to correct a Deficiency within the allotted period of time, the Department may, at its option:
 - 2.3.1. Declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the Department;
 - 2.3.2. Return the Contractor's product and receive a full refund for all amounts paid to the Contractor, including but not limited to, any applicable license fees within ninety (90) days of notification to the Contractor of the Department's intent to request a refund; and
 - 2.3.3. To pursue its remedies available at law and in equity.
- 2.4. Notwithstanding any provision of this Contract, pursuant to Contract Agreement – Part 2, Section 13.1; the Department's option to declare the Contractor in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

- 3.1. The Warranty Period shall commence upon the Department's issuance of a Letter of Acceptance for the UAT and extend for 90 days.

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WARRANTY AND WARRANTY SERVICES

- 3.2. If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, the Contractor shall correct the Deficiency, and a new 30 day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 30 consecutive calendar days.

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EXHIBIT L
TRAINING SERVICES

RESERVED

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EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

1. Contractor Proposal to the Department of Health and Human Services, Request for Proposal, RFP 2017-001, Comprehensive Healthcare Information System (CHIS) September 20, 2016 is hereby incorporated by reference as fully set forth herein.

VP

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EXHIBIT O
CERTIFICATES AND ATTACHMENTS

1. Attached are:

- 1.1. Contractor Certificate of Vote/Authority
- 1.2. Contractor Certificate of Good Standing
- 1.3. Contractor Certificate of Insurance
- 1.4. Exhibit H Requirements
- 1.5. Appendix H – NH Standard Exhibits

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Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
A Facilitate Data Collection and Collaboration with Carriers		
A.1 The Vendor shall develop a communication plan and materials to introduce Carriers to the reporting law and its requirements, as applicable and the Vendor's role as DHHS's agent. Materials shall include: a letter of introduction from DHHS on departmental letterhead explaining the law and the Vendor's role in carrying the requirements out; a clearly presented copy of the complete law and rules regarding data submission; a guide to requirements and methods for submission of the data; and other materials deemed helpful by the Vendor and DHHS. The information packet shall be approved by DHHS prior to sending to Carriers. The Vendor shall provide the packet to existing submitting Carriers within two (2) weeks of Contract execution. The Vendor shall provide the information to any new Carriers that enter the New Hampshire market or increase their business above the submittal thresholds.	Y	
A.2 The Vendor shall facilitate collection of data with Carriers via, but not limited to:		
A.2.1 Providing a semi-annual newsletter, approved in advance by DHHS, to Carriers describing project activities, areas of success and need for improvement, impending regulatory or systems changes, and other information deemed important by the Vendor or DHHS;	Y	
A.2.2 Holding annual meetings to be held in the Concord, NH area in NHID or DHHS meeting space (i.e., assume no cost to Vendor for meeting space), the first of which to be held within six weeks of the Contract start date;	Y	
A.2.3 Assisting DHHS and NHID, as necessary, with communicating to Carriers regarding the requirements of state statute and administrative rules; and	Y	
A.2.4 Working with Carrier information management and other staff to ensure timely compliance and submission of data.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
A.2.5 Identify problems with submission on a timely basis and work with Carriers to develop remedies, which may include historical resubmissions	Y	
A.3 The Vendor shall host a public project website (www.nhchis.org) for use by the Vendor, Carriers, the public, and the NHID and DHHS. The website shall contain all relevant informational materials regarding the CHIS requirements, submission and validation, and quality of data, transformation of data, data dictionary, and other information as required by DHHS. The website shall clearly indicate that the CHIS project is a State of New Hampshire project. The website shall be updated as warranted by changes or developments in the project and upon request by DHHS and shall include a secure portal for carrier registration as described in B1.	Y	
A.4 On a second secure website, the Vendor shall make available to Carriers secure Carrier-specific web content that shows the status of submissions from that Carrier and copies of Quality Assurance (QA) reports submitted to Carriers. The Vendor shall provide similar access to DHHS and NHID, and their designees, which contains information on the status of all Carrier submissions as well as resulting Carrier specific QA reports. The data will be available for direct ad hoc query and extract by DHHS and NHID. Communications with Carriers resultant from findings in QA reports are also to be tracked and included. Vendor will create user accounts and manage access in accordance with the requirements of this RFP. This secure website may be co-located with the website used for carrier submissions.	Y	
A.5 The Vendor shall undertake, with the approval, and as needed, participation of DHHS, the routine education of insurers about the role of the Vendor.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
B Initial Carrier Registration and Annual Review		
B.1 The Vendor shall provide a secure Carrier registration application, as required by the Administrative Rule, via the project website that allows for the collection of registration information as specified in the regulations. Upon approval of DHHS, the application may be updated to facilitate the collection of additional information from Carriers deemed useful by the Vendor for the project or later interpretation of the data. This information shall include, but not be limited to: the method used by the Carrier to perform claim adjustments and how that method is reflected in the submitted data; whether the Carrier has any service carve outs, the nature of those carve outs, and how they are reflected in the data; and the extent to which required data elements are not captured in the Carriers' systems. This collected information shall be publicly available on the CHIS website.	Y	
B.2 Vendor shall consult with DHHS to establish the required registration information and shall annually, or upon legislative or rules changes, review the requirements for relevance and completeness.	Y	
B.3 Upon any addition to the content of the registration form the Vendor shall collect the newly required information from Carriers within one (1) month or if specified by DHHS, historically. Otherwise, the Vendor shall coordinate with Carriers to perform an annual review of the registration information for currency and accuracy.	Y	
B.4 The Vendor shall maintain in a database table or tables a historical record of the information collected through registration for each Carrier and provide access to the information to DHHS for the life of the Contract.	Y	
B.5 Upon notification of any changes by Carriers to the Vendor, the Vendor shall update the information in the registration database and alert NHID and DHHS to changes via e-mail.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
B.6 The Vendor shall provide all collected registration information, including revision history (to include whether the revision was done by the carrier, vendor or DHHS) to DHHS, NHID and to the public via the project website via reports developed by the Vendor and approved by DHHS. Upon request of DHHS, the Vendor shall provide the full contents of the database tables.	Y	
C Protect Data Element De-Identification E		
C.1 The Vendor shall supply data element level de-identification software, or other methodology as required by State or Federal law or regulation, to allow each Carrier to de-identify individual data elements, as specified in the NHID rules, within the Carrier prepared data files prior to submission. De-identification method must encrypt identical strings the same way each time to allow for consistent tracking of the de-identified elements over time and across Carriers when appropriate. De-identification service is part of the system and shall be provided to Carriers at no charge.	Y	
C.2 The Vendor shall work with the existing Vendor to ensure that the method is compatible with previously collected data and shall ensure that at the end of the Contract they transition the method to any new Contract.	Y	
C.3 De-identification software shall be thoroughly tested and certified by the vendor and approved for use by DHHS and NHID prior to implementation.	Y	
C.4 The Vendor shall ensure proper use of the de-identification method by the Carriers through training of Carrier staff and shall test data file submission prior to acceptance of actual submissions containing protected data elements.	Y	
C.5 The Vendor shall continually monitor use of the de-identification method and ensure Carriers are applying it correctly to their data files by ensuring the submission process incorporates the data element de-identification.	Y	
C.6 The Vendor shall notify DHHS and NHID of any issues related to de-identification with individual Carriers or the de-identification method used.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
C.7 As of this RFP and for the current planned implementation, the Vendor shall be strictly prohibited from collecting or storing any direct identifiers obtained from the Carriers. At such time as the law or rules change, the Vendor will change their system accordingly.	Y	
C.7.1 If at such time, laws and regulations change to require Carrier submittal of identified versions of elements previously de-identified, the Vendor shall make the necessary software and system modifications to allow for the submission of data files adhering to the new regulations.	Y	
C.7.2 If at such time, a statewide or national system of de-identification for the purpose of linkage between related healthcare data sets is established, the Vendor shall make the necessary software and system modifications to allow for the resubmission and submission of data files to adhere to the new standard.	Y	
D . Data Collection and Validation Services		
D.1 The Vendor shall collect, validate, and consolidate data files from all Carriers required to submit data under RSA 420-G:11, II and resulting Administrative Rules (gencourt.state.nh.us/rules/ins4000.html). The rules outline submission requirements including timeframes, data files, data elements, element types, values, etc. An acceptable Plan of Operations (work plan) shall require a thorough review and assessment of the rules. The Vendor is responsible for amending their collection and consolidation system to keep current with any changes made to the statute or rules and any changes made to industry standard coding systems for the life of the Contract, including the adoption of National Council for Prescription Drug Programs (NCPDP) and ASC X12N standards, at no additional cost. The Vendor shall have four (4) months from the adoption of any statute or rule change to incorporate needed modifications in their system. Changes to industry standard coding systems must be accommodated for in accordance with their national implementation date.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
C.7 As of this RFP and for the current planned implementation, the Vendor shall be strictly prohibited from collecting or storing any direct identifiers obtained from the Carriers. At such time as the law or rules change, the Vendor will <i>change their system accordingly</i> .	Y	
C.7.1 If at such time, laws and regulations change to require Carrier submittal of identified versions of elements previously de-identified, the Vendor shall make the necessary software and system modifications to allow for the submission of data files adhering to the new regulations.	Y	
C.7.2 If at such time, a statewide or national system of de-identification for the purpose of linkage between related healthcare data sets is established, the Vendor shall make the necessary software and system modifications to allow for the resubmission and submission of data files to adhere to the new standard.	Y	
D Data Collection and Validation Services		
D.1 The Vendor shall collect, validate, and consolidate data files from all Carriers required to submit data under RSA 420-G:11, II and resulting Administrative Rules (gencourt.state.nh.us/rules/ins4000.html). The rules outline submission requirements including timeframes, data files, data elements, element types, values, etc. An acceptable Plan of Operations (work plan) shall require a thorough review and assessment of the rules. The Vendor is responsible for amending their collection and consolidation system to keep current with any changes made to the statute or rules and any changes made to industry standard coding systems for the life of the Contract, including the adoption of National Council for Prescription Drug Programs (NCPDP) and ASC X12N standards, at no additional cost. The Vendor shall have four (4) months from the adoption of any statute or rule change to incorporate needed modifications in their system. Changes to industry standard coding systems must be accommodated for in accordance with their national implementation date.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
D.2 In addition to collecting the data elements required under the Administrative Rules, at the direction of DHHS the Vendor shall collect up to ten data elements per file structure voluntarily submitted by Carriers. These voluntary data elements may change throughout the life of the Contract and may not all be utilized, at no additional cost.	Y	
D.3 The Vendor shall produce, and provide to Carriers, a data submission manual that would supplement the Administrative Rules, as needed, to ensure the correct submission of the data. The data submission manual shall be approved by DHHS and provided on the Vendor hosted project website. The data submission manual will be updated and redistributed to reflect changes in statute, rules or other changes to submission methods, as needed.	Y	
D.4 In addition to the Carriers that must report under RSA 420-G:11, the Vendor shall collect, validate, and consolidate data files provided by DHHS from fee for service public health care programs that will be provided in the same format as the Carrier submitted data (i.e., NH Medicaid submits as just another payer to the system, even though it is not required to under the RSA). Note: any future Medicaid managed care organizations would submit data under the RSA as they will be licensed Carriers in the state.	Y	
D.5 The Vendor shall ensure acceptance and processing of data files from Carriers that may be submitted to the Vendor utilizing secure FTP or SSL web upload interface or as agreed to by DHHS and NHID to accommodate methods available to Carriers or improved standards. For Carrier convenience, a solution that combines the de-identification process mentioned above with data file submission is preferred.	Y	
D.6 The Vendor's system shall be capable of receiving and distinguishing test submissions from Carriers and must supply a standard test file for use by Carriers to assist them with developing their submissions.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
D.7 The Vendor shall contact Carriers who have not submitted their data files by the required submittal date at 30 and 60 days past the required date, with copy notification to DHHS and NHID. At 75 days past the required date, the Vendor shall notify and coordinate with DHHS and NHID to provide a letter from NHID to request compliance by the Carrier (NHID has authority to fine Carriers out of compliance). The Vendor shall provide consultation to NHID regarding the appropriateness of sanctioning the overdue Carriers.	Y	
D.8 The Vendor shall provide e-mail and phone Help Desk business support for Carriers, DHHS, and NHID Monday through Friday, 8am to 5pm, as needed to support their correct submission of the data to the Vendor. The Vendor shall respond to all Carrier, DHHS, and NHID E-mails and voice mail messages within one (1) business day.	Y	
D.9 The Vendor shall provide processes for validation of the submitted data files, acceptance of replacement/resubmitted files and consolidation of the accepted data, and, in particular, shall:	Y	
D.9.1 Validate all submitted data files. General areas of validation include: verification of data element formats and lengths, verification of the population of required elements, verification of element values against those allowed, identification of duplicate records, identification of records failing primary or foreign key constraints, and conformance with any other NHID rules not specifically stated. Additional rules shall be required for cross-element validation, individual file volume validation, cross-file volume ratio validation, and historical consistency.	Y	
D.9.2 Provide the validation rules to Carriers via the project website.	Y	
D.9.3 Allow Carrier specific validation rules to account for data availability variations across Carriers as agreed upon by NHID and DHHS.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
D.9.4 Provide each Carrier with a notification and report detailing the results of the validation process against their submitted data files within five (5) days of submittal through the secure project website. The notification to indicate specifically that either all files passed the validation process or at least one (1) file failed validation. The report should indicate the validation status of each data file and data element and specifically provide the failure reason(s) when appropriate. Information provided shall be sufficient and clear enough for Carriers to easily reconcile their submitted data to the data processed by the Vendor. Identify remedies for failures, when appropriate.	Y	
D.9.5 Process test files and provide feedback through the same QA checks as actual submissions.	Y	
D.9.6 Contact all Carriers with data files that failed validation at thirty (30) and sixty (60) days past the date of the original notification where a Carrier response to the original notification has not been received. For each such notification, provide a copy of the original notification and validation report to DHHS. At seventy five (75) days past the date of the original notification, notify and coordinate with DHHS and NHID to provide a letter from NHID to request compliance by the Carrier. (NHID has authority to fine Carriers out of compliance)	Y	
D.9.7 Reject submission of data files and accept resubmission in accordance with NHID rules and thresholds for rejection established in consultation with DHHS and NHID.	Y	
D.9.8 Accept and consolidate additional or corrected records from periods previously submitted that are resubmitted by the Carrier, replacing and/or deleting records as needed.	Y	
D.10 The Vendor shall provide DHHS or NHID with any information, data, or technical assistance as might be requested by DHHS or NHID in order to improve future collection efforts.	Y	
D.11 The Vendor shall provide consultation to DHHS and NHID on proposed changes to the collection rules.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
E Data Consolidation Services		
E.1 The Vendor shall coordinate with each Carrier to identify the appropriate method(s) for determining the current adjudication status of all service records contained in the Carriers claims data file submissions. The Vendor shall develop and execute a 'claims consolidation' process that utilizes these methods to identify or generate, if necessary, a single record that accurately reflects and designates the current disposition and costs associated with the original rendered service. It is desired that the process design be premised around the concept of a Carrier specific key that is used to identify groups of records requiring consolidation and that any individual record with a key value that is unique across all records does not require consolidation. Additionally, all keys should contain, at a minimum, the Carrier Id, Business Line (Medical/Behavioral, Pharmacy, or Dental at this time) and Service Date. This requirement shall allow the consolidation process to be executed against a subset of data to minimize the impact of overdue data file submissions on the master processing schedule.	Y	
E.1.1 The Vendor shall on a quarterly basis review the deployed method(s) with each Carrier to determine if any changes are required.	Y	
E.1.2 The Vendor shall maintain documentation detailing the consolidation methods and the deployment by the Carrier. The documentation shall be provided to DHHS and NHID at least 2 weeks prior to the initial execution of the consolidation process and then routinely whenever new Carriers are added and/or new methods are deployed.	Y	
E.1.3 The Vendor shall make any system modifications required to accommodate changes to Carrier methods.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
E.2 Consolidated service date claims and eligibility files shall be created at least quarterly from the entirety of the submitted data for all years having less than or equal to twenty-four (24) months of claims "run-out" or for a longer time span if Carriers submit new or updated data deemed relevant by DHHS and NHID based on the most current Carrier submitted data. The method of consolidation shall allow for mid-quarter consolidations to account for late submission of data deemed relevant by DHHS and NHID. Alternatively consolidations may be performed on a per file submitted basis.	Y	
E.3 Carrier files must be consolidated within one month of submission for accepted submissions.	Y	
E.4 Consolidated files shall contain all submitted records that have not been subsequently replaced or deleted by a Carrier resubmission of an entire time period (i.e., entire files replaced by a later submission shall not be included). However, the consolidated files shall include and specifically indicate those specific claim service records that do not reflect the current disposition of the original rendered service and all duplicate claim service and eligibility records.	Y	
E.5 Consolidation shall be performed in accordance the claims consolidation method or methods specific to each Carrier.	Y	
E.6 The Vendor shall reconsolidate data resubmitted by Carriers to address concerns of the Carrier, Vendor, DHHS, or NHID.	Y	
E.7 The Vendor shall store consolidated data in a relational database in a star schema or similar data warehouse format that is efficiently designed for querying. The Database shall be designed to allow for time specific dimensions where the descriptive meanings of codes change over time. Data will be provided to DHHS and NHID in this same format; design shall be approved by DHHS and NHID. The data will be available for direct ad hoc query and extract by DHHS and NHID.	Y	
E.8 The Vendor shall provide DHHS or NHID with any information, data, or technical assistance as might be requested by DHHS or NHID in order to improve future consolidation efforts.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
E.9 The Vendor shall acquire, from the State or the State's prior agent, and if needed, all data previously submitted by Carriers to the State's prior agent within three (3) months of Contract initiation. The Vendor shall process the historical data including consolidation, and maintain the data in the same databases as the more current Vendor collected data.	Y	
F Value Added Data Elements		
F.1 The Vendor shall create and add to the consolidated data "value-added" data elements, including, but not limited to:	Y	
F.1.1 Inpatient hospital service indicator;	Y	
F.1.2 Emergency Department (ED) service indicator, for ED visits not resulting in a subsequent hospital admission;	Y	
F.1.3 "Common Use" indicator for selecting claims and/or eligibility records that meet criteria for common use by most New Hampshire data users based on rules developed in conjunction with DHHS and NHID;	Y	
F.1.4 Standard Type of Service (TOS) assignment to be developed in conjunction with DHHS and NHID;	Y	
F.1.5 Standard Therapeutic Class assignment for Pharmacy services, to be developed in conjunction with DHHS and NHID;	Y	
F.1.6 Standard Provider Type/Specialty assignment for providers, to be developed in conjunction with DHHS and NHID.	Y	
F.1.7 Calculated patient age, facility length of stay, and total allowed amount (sum of payment data elements), and other data elements developed in conjunction with DHHS and NHID;	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
<p>F.2 The Vendor shall use consolidated data with appropriate year grouping software tools obtained by the Vendor and link the results of the group as appropriate to the claims and member files as well as providing labeling tables, as applicable:</p> <ul style="list-style-type: none"> • 3M All Patient Refined Diagnosis Related Group (APR-DRG) and Medicare Severity Diagnosis Related Group (MS DRG) for inpatient hospital claims; • Medicare Ambulatory Patient Classifications (APC) and 3M Enhanced Ambulatory Patient Group (EAPG) for outpatient hospital claims; and • 3M Clinical Risk Group (CRG) to classify patient risk over the year. • Note: because this is a state project, 3M in the past has allowed Vendors to use their products for no charge. 	Y	
<p>F.3 The Vendor shall execute and include in the consolidated data a process that assigns a common provider identifier across all instances of a single provider entity, regardless of Carrier or practice affiliation, while also maintaining in the consolidated data the data as submitted by the Carrier.</p>	Y	
<p>F.4 The Vendor shall execute and include in the consolidated data a process that assigns a common provider (group) practice identifier across all instances of a single provider practice entity, regardless of Carrier.</p>	Y	
<p>F.5 The Vendor shall execute and include in the consolidated data a process that assigns a common person identifier across all instances of a single person, regardless of Carrier, business line or relationship to the contract holder (subscriber).</p>	Y	
G Data Security and Privacy Specific to CHIS		
<p>G.1 The Vendor shall be strictly prohibited from releasing or using data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by DHHS. Failure to comply could be a violation of NH laws and rules and may lead to voiding of the Contract.</p>	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
The Vendor shall conduct an annual security assessment, performed by an independent third-party security vendor, to verify that the Vendor's environment containing the projects data is secure. Broader Vendor-wide assessments that include the project's systems are acceptable. The Vendor shall provide assessment results and evidence of security compliance to DHHS.	Y	
G.2 As the state's agent, the Vendor must comply with the requirements of the Health Insurance Portability & Accountability Act (HIPAA) and DHHS's standard business associate agreement.	Y	
G.3 In carrying out the duties of this Contract, the Vendor shall be the agent and business associate of DHHS. As such, it is bound by applicable State and federal laws regarding health care information.	Y	
H. Data Dictionary		
H.1 The Vendor shall produce and keep current (and historical, as appropriate) on the website a Data Dictionary containing detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes, and completeness of elements that shall be in a format appropriate for public release and make this available upon request and shall provide with data set extracts provided to researchers. Entity relationship diagrams shall also be included with the Data Dictionary. The Data Dictionary shall include version control information to allow for tracking of all changes made over time. Updates to the data dictionary shall take place no less frequently than once per year.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
I Data Quality and Completeness Summary and Assessment Report		
I.1 In addition to the Quality Assurance reports specified above, the Vendor shall provide on an annual basis a single overview report that summarizes and assesses the quality and completeness of the data in regards to its use for analytic tasks. The report shall include assessments of quality of data elements and records collected, any inconsistencies in quality and completeness among Carriers, and potential solutions to improve the data. The report shall be in a format appropriate for public release. After approval by DHHS it will be posted by the Vendor on the public website in the same location as a companion to the Data Dictionary.	Y	
J Oversight/Auditing		
J.1 The Vendor shall, upon request, provide DHHS, or its agent, with any pre-consolidated or consolidated data and documentation DHHS deems necessary for oversight of the project requirements.	Y	
J.2 The Vendor shall provide DHHS, or its agent, with five (5) days' notice, access to the Vendor's facility for onsite audit of any and all aspects of the system including information about its development, testing, and operations. Twenty-one (21) business days after the audit DHHS will issue a findings report. The Vendor shall respond within fourteen (14) business days. Depending on response, the State would have the option to invoke the Termination clause.	Y	
K Data Set Extracts		
K.1 The Vendor shall provide DHHS (and any other contracted agent of DHHS as specified by DHHS) and NHID (and any other contracted agent of NHID) secure updated data extract files as follows:		

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
<p>K.1.1 Upon request, and no less frequently than quarterly, the Vendor shall provide updates to the consolidated data files in a compressed and encrypted format on DVD media, or external drive (passwords for encryption must contain no fewer than 10 characters and shall contain a mix of upper and lower case letters, numbers, and special characters and must not be reused). Files shall be supplied in a delimited format or other standard format as later specified by DHHS. Export shall be accompanied by the load script necessary for import into DHHS's Enterprise Data Warehouse Oracle environment. Data shall be sent overnight mail with signature required. At the option of DHHS, the method of transmittal of the datasets can be changed, and file format changed, to utilize secure VPN/FTP/web transmittal to NH DHHS servers or media other than DVD;</p>	Y	
<p>K.1.2 Along with extracts the Vendor shall supply, in addition to the Data Dictionary, the necessary technical documentation to allow for DHHS and NHID staff or agents to successfully load the data into their own repositories.</p>	Y	
<p>K.1.3 Each Data Extract shall be accompanied by a Transmittal Report that specifies the content of the data, the record counts of each data table, Carrier specific frequency counts of submitted data, and the data and any issues with the data, including missing Carrier information;</p>	Y	
<p>K.1.4 If after submission of consolidated data sets, either DHHS or NHID identifies errors that have not been identified by the Vendor that are within the scope of the required QA testing, the files shall be rejected and must be corrected by the Vendor. If errors are discovered outside the bounds of the required QA testing, the Vendor shall make a reasonable effort with Carriers to address errors and shall incorporate additional QA testing into the required procedures to account for any new type of error discovered;</p>	Y	
<p>K.1.5 Upon request in writing, the Vendor shall supply files covering custom periods and contents;</p>	Y	
<p>K.1.6 Only DHHS shall receive the complete data set including public payer data, unless specified by DHHS;</p>	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
K.1.7 The Vendor shall provide a refresh of all historical data collected by the State's prior APCD vendor, as processed through the Vendor's new system, within six (6) months of Contract initiation.	Y	
K.2 The Vendor shall provide assistance to DHHS, its agent, and NHID in use of the consolidated data sets as follows:		
K.2.1 The Vendor shall provide data tables to allow for labeling of coded data elements.	Y	
K.2.2 The Vendor shall provide updated specific definitions and logic of all value added data elements and include them in the file specifications;	Y	
K.2.3 The Vendor shall provide ad hoc assistance on interpretation of all tables and data elements supplied within one week of request; and	Y	
K.2.4 The Vendor shall supply to DHHS two (2) sets of printed manuals for the grouper software employed on the project and five (5) sets of commercially available comprehensive manuals to DHHS for ICD and HCPCS I (i.e., CPT) and HCPCS II for each year of release of the coding systems at the time of release.	Y	
K.3 The Vendor shall create, maintain, and distribute annual calendar year Public Use Data Set versions of the consolidated data sets, excluding public payer data.	Y	
K.3.1 Quarterly, the Vendor shall produce Public Use Data Set versions of the verified consolidated data sets (see claims data release rule He-W 950 for specification. Scroll to 950 at www.gencourt.state.nh.us/rules/he-w900.html , (note: specifications for dental data, while not listed, are similar). The Vendor shall produce file documentation for the data sets, including description of files, data elements, codes used, and an error report. The Vendor shall quarterly supply copies of the files and documentation to DHHS for review prior to public release.	Y	
K.3.2 Public Use files shall be supplied by the Vendor on CD, DVD or USB media. Data files shall be supplied as compressed delimited files with documentation sufficient to allow third parties receiving the data to load the data into their systems.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
K.3.3 Upon request the Vendor shall supply Public Use Data Set to outside parties.	Y	
K.3.4 The Vendor shall post updated versions of public use provider files to the project website on a quarterly basis.	Y	
K.3.5 The Vendor shall maintain a list of all interested parties, including those who have received the data in the past, and notify those parties by e-mail each quarter when a new data file is available or as needed if a replacement of a previous data set has been produced.	Y	
K.3.6 The Vendor shall post a list of all recipients on a publicly accessible website.	Y	
K.4 Upon notification in writing by DHHS, the Vendor shall supply custom data file extracts to approved outside parties for research purposes.	Y	
K.4.1 For budgeting purposes, assume 10 custom requests per year.	Y	
K.4.2 File extracts shall include subsets of records and subsets of data elements, and recoding of elements. For budgeting purposes, assume recoding would be simple grouping of elements into larger categories (e.g., recoding ages into age groups).	Y	
K.4.3 Specifics of extracts from outside researchers shall be provided to the Vendor by DHHS via copies of standard application form submitted by the researcher to DHHS.	Y	
K.4.4 Files shall be accompanied by sufficient documentation for use by the recipient including customized file naming standard, format, file record layouts including data element name, element description and type as well as inclusion of the complete file documentation as supplied to DHHS.	Y	
K.4.5 The Vendor shall provide support to the recipient/researcher as need with technical questions related to the extracts and data elements.	Y	
K.4.6 The Vendor shall post a list of all recipients on a publicly accessible website including a summary of the intended research.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
K.5 For all data extracts the Vendor shall have in place a written quality assurance process to verify that the data extracted conforms to the extract specifications. The written process shall be made available to DHHS upon request. Any issues with the quality of data extracts discovered by extract recipients that the Vendor, DHHS, or NHID is made aware of shall be addressed in updates to the quality assurance process documentation.	Y	
K.6 The Vendor shall be responsible for notifying all data recipients of any extract, created for either public use or research purposes that was later identified to have issues, either due to Vendor or Carrier error, that significantly affects it's usefulness and/or completeness, regardless of the cause of the issues. The notice shall include a description of the issues and their potential impact and an offer to send replacement data. The Vendor shall provide notices to DHHS before release for review and approval.	Y	
K.7 The Vendor shall be strictly prohibited from releasing or granting access to any data, unless expressly authorized by DHHS in writing, for any purposes other than those specifically authorized by the agreement.	Y	
K.8 For researchers who have been granted ongoing access to data, the Vendor shall maintain a tracking system to insure those researchers receive timely notification and provision of new periods of data that are available or replacements of prior periods.	Y	
K.9 The Vendor shall provide to DHHS any additional information, data, or technical assistance as may be needed in order to improve the future resources involved in efforts to provide access to the data.	Y	
K.10 The Vendor shall, if directed by DHHS at the conclusion of the Contract, supply DHHS with copies of all consolidated and unconsolidated data from Carriers in a comprehensive and organized manner including written documentation of the contents of the data files. End of Contract data shall be supplied on DVDs as well as a USB interface external hard drive that shall become the property of DHHS.	Y	
K.11 The Vendor shall maintain a secure website or other system accessible through the Internet to allow for ad hoc secure transmission of data files between the Vendor and DHHS.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
L Process Requirements		
L.1 The Vendor shall participate in an initial kick-off meeting to initiate the Project.	Y	
L.2 The Vendor shall provide Project Staff as specified in the RFP.	Y	
L.3 Vendor shall submit a finalized Plan of Operations within ten (10) days after Contract award and approval by Governor and Executive Council. The Plan of Operations shall include, without limitation, a detailed description of the Schedule, Tasks, Deliverables, Critical Events, Task Dependencies, Vendor and State Resources Required, and Payment Schedule. The plan shall be updated no less than monthly.	Y	
L.4 For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Plan of Operations and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Plan of Operations.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
<p>L.5 For the fourth through eighth month of the Contract, the Vendor shall provide a bi-monthly report of the status of progress, it must be received by the tenth business day of the following month. This report must be tied to the performance section of the Plan of Operations and contain at least the following information:</p> <p>L.5.1 A narrative review of progress made during the reporting period. This shall include the status of relationships with Carriers for the receipt of data and a summary of new/updated data received, as well as an outline of problems encountered and whether and how they were solved, and deliverables scheduled and delivered.</p> <ul style="list-style-type: none"> • A specific discussion on systems issues as they relate to data transfers with DHHS and the outgoing vendor, including problems encountered and recommendations for resolution. • A summary of the problems that the Vendor encountered or might reasonably expect to encounter, and recommended solutions. • For services required but not rendered, or actions described in the Plan of Operations but not taken or completed, there must be an explanation of the failure to meet the schedule and detailed plans to overcome the failure as well as to prevent its recurrence. • An update of the Plan of Operations showing work completed, impact of schedules missed, and, if needed, desired changes to the Plan of Operations for the balance of the project. All changes to the Plan of Operations are subject to the prior approval of DHHS. 	Y	
<p>L.6 The Vendor shall provide an annual report on the last day of the month following the end of each year of the Contract, and with the final request for reimbursement that provides, at a minimum, a detailed review of the operations under this Contract, including a discussion of problems encountered and resolved or outstanding, and recommendations for change.</p>	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
L.7 The Vendor shall provide ad hoc progress reports, data, or information as requested by DHHS.	Y	
L.8 All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in Microsoft Word and Excel as appropriate.	Y	
L.9 The Vendor shall forward to DHHS any fees inadvertently paid to the Vendor for Public Use or other data supplied to third parties. The Vendor shall not charge for supplying data to third parties except where waived in writing by DHHS.	Y	
L.10 Upon request the Vendor shall provide detailed documentation on any and all aspects of the project to ensure complete transparency of the processes used for collection, quality assurance testing, consolidation, and release of the data, including results of Vendor's testing of their solution.	Y	
L.11 The Vendor shall, on at least a bi-weekly basis, hold teleconferences, at the Vendor's expense, with DHHS staff, NHID staff, and other parties invited by the State, as relevant, to discuss project progress, concerns, and next steps (as project needs change, and upon agreement of the DHHS the frequency of meetings may be reduced).	Y	
L.12 The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations.	Y	
L.13 The Vendor shall ensure that key Vendor staff shall be readily available in person or telephonically to spend time in consultation with DHHS staff Monday - Friday between 8 am and 4 PM Eastern Time.	Y	
L.14 The Vendor shall turn over, at the conclusion of the Contract, all data provided by Carriers to DHHS and NHID and electronic versions of all final application source code and documentation developed for the project.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
L.15 The Vendor shall 6 months prior to the conclusion of the Contract, develop a transition plan that upon expiration of the Contract shall assist DHHS in continuing collection of the data. The Vendor shall cooperate with any new Vendor or with State of New Hampshire staff to ensure all existing data is supplied and any code and documentation needed to provide continuity of the project is supplied to staff of the new Vendor and de-identification and consolidation methods are fully transferred.	Y	
L.16 All work product provided to DHHS by the Vendor shall be in file types and versions specified by DHHS.	Y	
L.17 The Vendor shall be responsible for all computer hardware, software, data communications, network equipment, and other technology required to complete the work of the Contract.	Y	
L.18 Data, information, and reports collected or prepared by the Vendor as part of the project shall be deemed to be owned by DHHS.	Y	
L.19 All project meetings will take place at State Offices in Concord, NH, unless agreed to by DHHS (i.e., the Vendor does not need to budget for Concord meeting space for events).	Y	
L.20 The Vendor shall provide access to the State with a secure FTP or web site to be used by the State for uploading and downloading files.	Y	
M Security Requirements for All Systems Containing CHIS Data		
M.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.	Y	
M.2 Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	Y	
M.3 Enforce unique user names.	Y	
M.4 Enforce complex non-reusable passwords of ten (10) characters or more that contain at least one upper case, one lower case, one numeric, and one symbol with no dictionary words (other than single letter words).	M	
M.5 Account lockout should occur for a minimum of 30 minutes after three (3) failed password attempts.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
M.6 Encrypt passwords in transmission and at rest within the database.	Y	
M.7 Expire passwords after forty-five (45) days.	Y	
M.8 Authorize users and client applications to prevent access to inappropriate or confidential data or services.	Y	
M.9 Provide the ability to limit the number of people that can grant or change authorizations	Y	
M.10 Provide the ability to enforce session timeouts during State-defined periods of inactivity.	Y	
M.11 Ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws by a third party, such as Accuvant.	M	
M.12 The application shall not store authentication credentials or Sensitive Data in its code.	Y	
M.13 Audit all attempted accesses that fail or succeed identification, authentication, and authorization requirements	Y	
M.14 The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for six (6) months	Y	
M.15 The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	Y	
M.16 Use only the Software and System Services designed for use on the project	Y	
M.17 The Application Data shall be protected from unauthorized use when at rest	Y	
M.18 Keep any Sensitive Data or communications private from unauthorized individuals and programs.	Y	
M.19 Subsequent application enhancements or upgrades shall not remove or degrade security requirements	Y	
M.20 Conform to all State and Federal laws and regulations regarding data security	Y	
M.21 Create change management documentation and procedures	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
N Infrastructure Requirements		
<p>N.1 The Vendor shall provide the hardware, software, communications, and other infrastructure necessary to meet the requirements of the project at no additional cost to the State or Carriers including any licenses that must be maintained by the Carriers, NHID, or DHHS. The State and / or Carriers are responsible for any hardware (PCs) to access the system, as well as any software licenses to access and utilize the datasets, such as Oracle, SQL or Microsoft Excel. Carriers are also responsible for costs to prepare and submit data.</p>	M	
O Hosting Requirements		
<p>O.1 The Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the system and data submitters and the State with permission based logins.</p> <ul style="list-style-type: none"> Access will be via a fully Microsoft must support current and future browser technology to include IE, Chrome, Firefox, and Safari, or as otherwise agreed to by DHHS. 	Y	
<p>O.2 At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the system through the VPN or through a separate network connection that meets the Vendor's specifications.</p>	Y	
<p>O.3 The Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the data submitters internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the data submitters Internet Service Provider.</p>	Y	
<p>O.4 Vendor shall provide a secure Tier 3 or 4 Data Center providing equipment, an on-site 24/7 system operator, managed firewall services, and managed backup Services.</p>	Y	
<p>O.5 The Vendor must monitor the application and all servers.</p>	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
O.6 The Vendor shall manage the databases and services on all servers located at the Vendor's facility.	Y	
O.7 The Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	Y	
O.8 The Vendor shall monitor System, security, and application logs.	Y	
O.9 The Vendor shall manage the sharing of data resources.	Y	
O.10 The Vendor shall manage daily backups, off-site data storage, and restore operations.	Y	
O.11 The Vendor shall monitor physical hardware.	Y	
O.12 The Vendor shall report at a high level any breach in security to the State of New Hampshire within 4 hours. Milliman's written policy is to inform the corporate secretary and legal department immediately while also creating an incident report that describes the who, what, when, how of the breach. The Milliman legal department will facilitate all detailed communication between Milliman and the State	Y	
O.13 The Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	Y	
O.14 The Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	Y	
O.15 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.	Y	
O.16 The Vendor shall adhere to a defined and documented back-up schedule and procedure.	Y	
O.17 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.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
O.18 Scheduled backups of all servers must be completed weekly.	Y	
O.19 The minimum acceptable frequency is differential backup daily, and complete backup weekly.	Y	
O.20 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.	Y	
O.21 If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	Y	
O.22		
P HOSTING REQUIREMENTS - NETWORK ARCHITECTURE		
P.1 The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	Y	
P.2 The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	Y	
P.3 Where redundant connections are not provided, the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger Carriers will not cause a failure of the State's Service.	Y	
P.4 The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	Y	
P.5 Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Q HOSTING REQUIREMENTS - SECURITY		
Q.1 The Vendor shall employ security measures that ensure the State's application and data is protected.	Y	
Q.2 If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	Y	
Q.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.	Y	
Q.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.	Y	
Q.5 In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	Y	
Q.6 The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of the occurrence.	Y	
Q.7 The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	Y	
Q.8 In the event of a data breach, the vendor shall cover the reasonable, out of pocket costs incurred by the State in connection with informing affected individual	M	
Q.9 The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
Q.10 The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	Y	
R HOSTING REQUIREMENTS - SERVICE LEVEL AGREEMENT		
R.1 Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	Y	
R.2 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.	Y	
R.3 The DHHS, NHID, and Carriers shall have unlimited access, via phone or Email, to the Vendor Help Desk technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	Y	
R.4 The Vendor telephone or e-mail response time for technical support shall be no more than twenty-four (24) hours.	Y	
R.5 The hosting server for the State shall be available twenty-four (24) hours a day, seven (7) days a week except for during scheduled maintenance. Unless agreed to by DHHS, the Vendor shall perform system maintenance that results in system downtime only on weekends. All maintenance shall be scheduled and Carriers and DHHS shall be notified seventy-two (72) hours in advance of any downtime.	Y	
R.6 The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	Y	
R.7 A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	Y	
R.8 The Vendor will give two (2) business days prior notification to the State Project Manager and data submitters of all changes/updates and provide the State with training due to the upgrades and changes.	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
R.9 The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	Y	
R.10 If The Vendor is unable to meet the 99.9% uptime requirement, the Vendor shall credit the 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.	Y	
R.11 The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	Y	
R.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.	Y	
R.13 All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.	Y	
R.14 The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: <ul style="list-style-type: none"> • 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. 	Y	
S Personnel Requirements		
The Vendor Project Team must be comprised of staff resources with substantial experience (2+ years) in :		
P.1 The use of electronic health care claims data;	Y	
P.2 Working with integration and management of large data sets;	Y	
P.3 Quality assurance;	Y	
P.4 Data encryption	Y	
P.5 Health care data privacy;	Y	
P.6 Data security;	Y	

Exhibit H - Requirements

REQUIREMENT/DELIVERABLE	VENDOR RESPONSE Y/M/N (SEE ABOVE)	VENDOR COMMENTS
P.7 Web services	Y	
P.8 Reporting;	Y	
P.9 Management of complex projects involving data collection from multiple organizations	Y	
P.10 Detecting and solving data problems; and	Y	
P.11 Developing and maintaining a collaborative relationship with external data submitters	Y	

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**1. NEW HAMPSHIRE EXHIBIT D - CERTIFICATION REGARDING DRUG-FREE
WORKSPACE REQUIREMENTS**

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This Certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require Certification by grantees (and by inference, sub-grantees and Subcontractors), prior to award, that they shall 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 shall or shall 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 shall 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;

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

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

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

Contractor Name:

Kent J. Sacia

Date

5/17/2017

Name:
Title:

Kent J. Sacia
Principal

KJS

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2. NH EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or shall 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 shall 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 Subcontractor), 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

[Handwritten initials]

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fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

5/17/2017
Date

Kent J. Sacia
Name: Kent J. Sacia
Title: Principal

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**3. NH Exhibit F – Certification Regarding Department 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 shall 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 shall 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 which 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 shall 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.

KS

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

PRIMARY COVERED TRANSACTIONS

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.

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- 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 shall 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.

Date 5/7/2017

Contractor Name:

Kent J. Sack
Name: Kent J. Sack
Title: Principal

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**4. NH 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 shall comply, and shall require any sub grantees 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.

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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.

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 shall 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:

Kent J. Sacia

Date

5/17/2017

Name:

Title:

Kent J. Sacia

Principal

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5. NH 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:

Kent J. Sacia

Date

5/17/2017

Name:
Title:

Kent J. Sacia
Principal

**STATE OF NEW HAMPSHIRE
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6. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and Subcontractors and agents of the Contractor that receive, use or have access to Protected Health Information (PHI) 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.

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- 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.
- 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 shall 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.

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- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide Services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.
- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

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

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

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



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Contractor's intended business associates, who shall be receiving PHI 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

KJ

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shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

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

(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

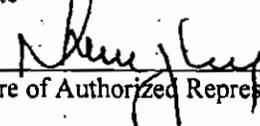
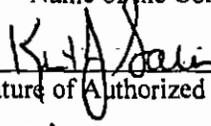
- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security 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.

[Handwritten signature]

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

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

NH DHHS	Milliman Solutions LLC
The State	Name of the Contractor
	
Signature of Authorized Representative	Signature of Authorized Representative
Duane Harshey	Kent J. Secor
Name of Authorized Representative	Name of Authorized Representative
Senior Director QA	Principal
Title of Authorized Representative	Title of Authorized Representative
5/19/17	5/17/2017
Date	Date



7. NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for Contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 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 Sub-award and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification: The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Date 5/17/2017

Contractor Name: Kent J Sacia
Name: Kent J Sacia
Title: Principal

**NH Exhibit J – Certification Regarding the Federal Funding Accountability and
Transparency Act (FFATA) Compliance
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: 07-183-5995
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal Contracts, subcontracts, loans, grants, sub-grants, and/or cooperative Agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal Contracts, subcontracts, loans, grants, sub-grants, and/or cooperative Agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

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

Appendix H
New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

Appendix H
New Hampshire Department of Health and Human Services
Exhibit C



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

[Handwritten initials]
5/17/2017



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

KJL

5/17/2017



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

[Handwritten initials]

5/17/2017

Appendix H
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.

Contractor Name:

Date 5/17/2017

Kent J. Secia
Name: Kent J. Secia
Title: Principal



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

Kent J. Sacci

5/17/2017
Date

Name: Kent J. Sacci
Title: Principal

Exhibit E - Certification Regarding Lobbying

Contractor Initials

KJS

Date 5/17/2017



**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

[Handwritten Signature]
5/17/2017

Appendix H
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 (l)(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:

Kent J. Sear

Date 5/17/2017

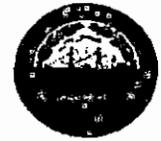
Name: _____
Title: *Kent J Sear*
Principal

Contractor Initials

KJ

Date

5/17/2017



**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

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
Appendix H
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:

Date 5/17/2017

Name:

Title:

Kent J. Searin

Kent J Searin

Principal

Exhibit G

Contractor Initials

KJS

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



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:

5/17/2017
Date

Kent J. Sacia
Name:
Title: Kent J. Sacia
Principal



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

- i. "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

[Handwritten initials]



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

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Date 5/17/2017



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.

[Handwritten Signature]



Exhibit I

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

D. Langley
Signature of Authorized Representative

D. Langley
Name of Authorized Representative

Sr. Director
Title of Authorized Representative

5/18/17
Date

Millimen Solutions, LLC
Name of the Contractor

Kent J. Sack
Signature of Authorized Representative

Kent J. Sack
Name of Authorized Representative

Principal
Title of Authorized Representative

5/17/2017
Date



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.

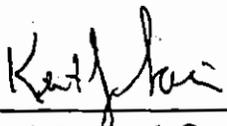
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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:

5/17/2017
Date


Name: Kent J Sach
Title: Principal

New Hampshire Department of Health and Human Services
Appendix H
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: 07-183-5995
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

YPL
5/7/2017