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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527  
603-271-3958 1-800-852-3345 Ext. 3958  
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas  
Commissioner

José Thier Montero  
Director

March 19, 2014

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

100% Other funds

REQUESTED ACTION

SOLE SOURCE

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **sole source** agreement with Jeff Murray's Programming Shop, Inc (Vendor #172270-B001), 1215 Prytania Street, Suite #235, New Orleans, LA 70130, in an amount not to exceed \$35,280 to provide CAREWare Software utilities for the New Hampshire Ryan White CARE Program, to be effective the date of Governor and Council approval through June 30, 2016.

Funds are available in the following accounts for SFY 2014 and SFY 2015 with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-90-902510-22290000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH RYAN WHITE CARE PROGRAM

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
2014	103-502507	Contracts for Prog Svc	90024600	28,900.00
2015	103-502507	Contracts for Prog Svc	90024600	6,380.00
			Sub Total	\$35,280.00

EXPLANATION

This **sole source** request is being made because Jeff Murray's Programming Shop, Inc. has unique qualifications and expertise with the CAREWare system which is used for management of client services data for the Ryan White Program. The vendor's previous experience with the development of the system makes this contractor ideally suited for enhanced expansion of CAREWare functionality.

Funds in this agreement will be used to develop two electronic utilities. The first utility will be for the creation of a daily eligibility file that will be transferred from CAREWare to the Pharmacy Benefit Management System. The second utility will be developed to import pharmacy claims data from the Pharmacy Benefit Management System into CAREWare.



The services provided in this Contract will enable electronic export and import of eligibility and claims data, which is needed to connect the Pharmacy Benefit Management System to the Ryan White Program as seamlessly as possible. The services provided in this Contract will also enable the Ryan White Program to complete required federal reports. It will also eliminate the reliance upon trained personnel to manually export and import data, and reduce the potential for human error. The activities outlined in this Contract are not duplicated elsewhere.

Should Governor and Executive Council not authorize this Request, the Ryan White Program will continue to rely on a manual system for data export and import, which is prone to error and slows the ability of the Ryan White Program to fully utilize the Pharmacy Benefit Management System.

The Department of Health and Human Services, in its sole discretion, may decide to offer a two (2) year renewal of this agreement, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

This is the initial agreement with this Contractor for these services.

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

- The Import and Export Utilities are operational within 120 days of Contract execution.

Area served: Statewide.

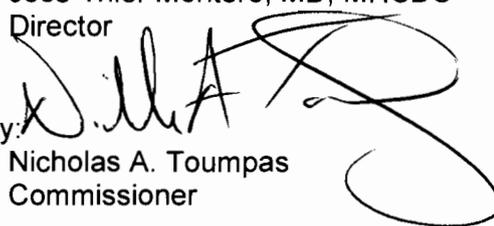
Source of Funds is 100% Other Funds, Pharmaceutical Rebates.

Respectfully submitted,



José Thier Montero, MD, MHCDS  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner





**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

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

**Peter C. Hastings**  
*Commissioner*

March 12, 2014

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Jeff Murray's Programming Shop, Inc. ("JProg") of New Orleans, LA, as described below and referenced as DoIT No. 2014-088.

The Department of Health and Human Services Division of Public Health seeks the services of JProg to develop an external software utility that will enable the flow of reporting data between the existing CareWare system and the pharmacy benefits management system, provided by Magellan. The amount of the contract shall not exceed \$35,280 and the contract term shall extend to June 30, 2016.

Please inform this office of upcoming events associated with processing this contract so that we may stay involved.

Sincerely,

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

Peter C. Hastings  
Commissioner

PCH/ltn  
Contract #2014-088  
cc: Sarah McPhee, DHHS  
Leslie Mason, DoIT



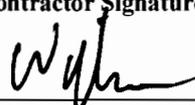
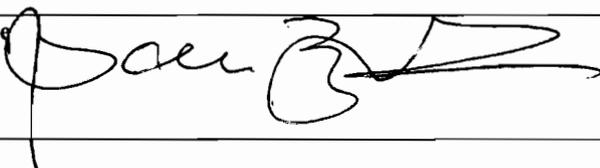
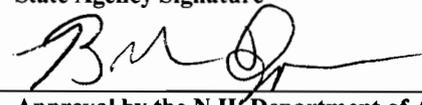
Subject: CAREWare Software Migration Services

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> NH Department of Health and Human Services		<b>1.2 State Agency Address</b> 29 Hazen Drive Concord, NH 03301-6504	
<b>1.3 Contractor Name</b> Jeff Murray's Programming Shop, Inc.		<b>1.4 Contractor Address</b> 1215 Prytania Street Suite 235 New Orleans, LA 70130	
<b>1.5 Contractor Phone Number</b> 504-486-0702 ext428	<b>1.6 Account Number</b> 05-95-90-902510-22290000- 103-502507	<b>1.7 Completion Date</b> June 30, 2016	<b>1.8 Price Limitation</b> \$35,280
<b>1.9 Contracting Officer for State Agency</b> Brook Dupee, Bureau Chief		<b>1.10 State Agency Telephone Number</b> 603-271-4483	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Bill Derlin, CFO	
<b>1.13 Acknowledgement:</b> State of <u>Louisiana</u> County of <u>Orleans</u> On <u>3/4/14</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.			
<b>1.13.1 Signature of Notary Public</b> Paul A. Bello, Notary Public Commission # 707 State of Louisiana Parish of Orleans [Seal] Commissioned For Life			
<b>1.13.2 Name and Title of Notary of Justice of the Peace</b> Paul A. Bello, Notary Public # 707			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Brook Dupee, Bureau Chief	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution)</b> By:  On: 3-24-14			
<b>1.18 Approval by the Governor and Executive Council</b> By: _____ On: _____			

Paul A. Bello, Notary Public  
 Commission # 707  
 State of Louisiana  
 Parish of Orleans  
 Commissioned For Life



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

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

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



**8. EVENT OF DEFAULT/REMEDIES.**

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
  - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: WSD  
Date: 3/14/14

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
2014-088 JPROG DATA EXTRACT UTILITY CONTRACT  
EXHIBIT A STATEMENT OF WORK**



**1. INTRODUCTION**

The State of New Hampshire, Bureau of Public Health Services, NH Ryan White CARE Program (“State”) desires to contract with Jeff Murray’s Programming Shop, Inc (jProg), of New Orleans, Louisiana, to procure services for the development of an external utility that will access CAREWare data and produce an export text file that will contain client eligibility information needed for the AIDS Drug Assistance Program (ADAP) Pharmacy Benefit Management (PBM) system. A second utility will be developed that will process a monthly claim file exported from the Magellan Pharmacy Benefits Management System and will import into CAREWare relevant data, which will be used to complete the ADAP Data Report (ADR).

The NH AIDS Drug Assistance Program (NH ADAP) is a program of the NH Ryan White CARE Program (NH CARE Program). NH ADAP utilizes CAREWare, a database to eligibility and claims data for the Program’s Pharmacy Benefit Management (PBM) system. The PBM is run by Magellan Medicaid Administration. Currently a daily eligibility file is created manually by NH CARE Program staff, which is given to Magellan to pay or deny pharmacy claims. jProg will create an application that will automatically transfer data from CAREWare to the PBM via secure FTP. This data must be transmitted to the PBM each business day, as the PBM depends on it to pay pharmacy claims appropriately for NH ADAP’s clients.

In a second part of the project a similar utility will be developed by jProg that will transfer data from the PBM to CAREWare via a predetermined sFTP location. This data contains crucial information on the payment of pharmacy claims by NH ADAP via the PBM to pharmacies around the state. Together, these two functions, both exporting and importing, will enable NH ADAP to manage eligibility as it usually does, without having to manipulate the file transfer manually, which can be prone to human error and delays. It will also enable the program to accumulate electronic data in CAREWare that was previously entered by hand, saving time and expense.

The Contract price is \$35,280.00

**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract will have the meanings given below.

ADAP	AIDS Drug Assistance Program
ADR	ADAP Data Report
CAREWare	The client database used by the NH CARE Program.
Change Order	A document issued by the State of New Hampshire to alter a product request
Contract	A binding agreement between the State of New Hampshire and jProg
Contract Documents	Documents that comprise this Contract (See Statement of Work Section 2.)
Cure Period	The time allowed whereby jProg may fix the cause of a default.
Deliverables	Any written, software, or non-software deliverable (letter, report, manual, book, other), provided by jProg to the State under the terms of the Contract.
DoIT	Department of Information Technology, an agency of the State of

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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	New Hampshire
DMZ	Demilitarized Zone
Effective Date	The date upon which the contract is approved by the NH Governor and Council and becomes effective
Governor and Executive Council	The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes.
Pharmacy Benefit Manager (PBM):	A computer system, contracted through Magellan Medicaid Administration that manages point of sale pharmacy claims, using the eligibility file created by the NH CARE Program using CAREWare. The PBM also generates pharmacy claims data that must be imported into CAREWare.
NH CARE Program	The New Hampshire Ryan White CARE Program. The Program covers medication and medical assistance for NH residents living with HIV.
Notice of Default	A formal notice declaring that a failure to comply with the Contract has occurred.
Provider Data Interface (PDI)	A CAREWare feature that imports data from other systems.
sFTP	SSH File Transfer Protocol
Services	The work to be performed by jProg and Subcontractors as described in the Contract.
State	State of New Hampshire, Department of Information Technology (DoIT) and Purchasing Agency End User as applicable
Subcontractor	A person, partnership, or company contracted by jProg to perform under the Contract.
Term	The contract period of time.
Utility	A program or piece of software that performs specific, limited functions.

**2. CONTRACT DOCUMENTS**

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

- a. *State of New Hampshire Terms and Conditions, General Provisions* Form P-37
- b. Exhibit A Statement of Work
- c. Exhibit B Payment Schedule –Fixed Price
- d. Exhibit C Special Provisions
- e. Exhibit C-1 Additional Special Provisions
- f. Exhibit D Certification Regarding Drug-Free Workplace Requirements
- g. Exhibit E Certification Regarding Lobbying
- h. Exhibit F Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- i. Exhibit G Certification Regarding the American with Disabilities Act Compliance

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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EXHIBIT A STATEMENT OF WORK**



- j. Exhibit H Certification Regarding Environmental Tobacco Smoke
- k. Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement
- l. Exhibit J Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
- m. Attachment A: Project Requirements
- n. Attachment B: Additional Terms and Conditions
- o. Attachment C: Required IT Work Procedures
- p. Attachment D: Project Deliverables and Payment Schedule
- q. Attachment E: Preliminary Work Plan

**3. SCOPE OF SERVICES**

jProg shall provide the State the Services and Deliverables required under this Contract, as set forth in Exhibit A, Section 3: Deliverables Table.

**Deliverables Table**

			PROJECT PHASES PRE-1 THROUGH 4
Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date
			<b>Pre-Phase 1: Initial Planning/Documentation</b>
1	Conduct Project Kickoff Meeting	Non-Software	
2	Detailed Work Plan	Written	
3	Weekly Project Status Reports	Written	On going
4	Documentation of Operational Procedures	Written	
5	Phase 1 Systems Interface Plan and Design	Written	
6	Phase 1 Detailed Testing Plan and Expected Testing Results	Written	
7	Phase 1 Deployment Plan	Written	
8	Phase 1 Training Plan	Written	
9	Phase 2 Systems Interface Plan and Design	Written	
10	Phase 2 Detailed Testing Plan and Expected Testing Results	Written	
11	Phase 2 Deployment Plan	Written	
12	Phase 2 Training Plan	Written	
13	Phase 3 Systems Interface Plan and Design	Written	
14	Phase 3 Detailed Testing Plan and Expected Testing Results	Written	
15	Phase 3 Deployment Plan	Written	
16	Phase 3 Training Plan	N/A	
17	Phase 1 Requirements Sign-off by State	N/A	

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
2014-088 JPROG DATA EXTRACT UTILITY CONTRACT  
EXHIBIT A STATEMENT OF WORK**



18	Phase 2 Requirements Sign-off by State	N/A	
19	Phase 3 Requirements Sign-off by State	N/A	
			<b>Phase 1: Eligibility Data Export Utility Development/ Testing/Training/ Deployment</b>
20	Phase 1 Delivery of Beta Data Export Utility	Software	
21	Provide Draft of Phase 1 Documentation	Written	
22	Conduct Phase 1 Validation of Export Function Training	Non-Software	
23	Conduct Phase 1 User Acceptance Testing	Non-Software	
24	Deploy Software	Non-Software	
25	Support State in ongoing operation of Utility	Non-Software	
26	Final Phase 1 Documentation Delivered	Written	
27	Written Acceptance of Phase 1 by the State to be paid with Acceptance of Phases 2 and 3.	Written	
			<b>Phase 2: Claims Files Import Utility Development / Testing / Training / Deployment</b>
28	Phase 2 Delivery of Beta Claims File Import Utility including the Reversal functionality	Software	
29	Provide Draft of Phase 2 Documentation	Written	
30	Conduct Phase 2 Validation of Claims File Import Utility including the Reversal functionality Training	Non-Software	
31	Conduct Phase 2 User Acceptance Testing	Non-Software	
32	Deploy Software	Non-Software	
33	Support State in ongoing operation of Utility	Non-Software	
34	Final Phase 2 Documentation Delivered	Written	
35	Written Acceptance of Phase 2 by the State, to be paid with Acceptance of Phases 1 and 3.	Written	
			<b>Phase 3: Telecom and the DMZ</b>
36	Phase 3 Delivery of Beta Service that resides within the DMZ	Software	
37	Provide Draft of Phase 3 Documentation	Written	
38	Conduct Phase 3 User Acceptance Testing	Non-Software	
39	Deploy Software	Non-Software	

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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40	Final Phase 3 Documentation Delivered	Written	
41	Written Acceptance of Phase 3, to be paid with Acceptance of Phases 1 and 2.	Written	
			<b>Phase 4: Ongoing Operation and Support</b>
42	Commence annual support and maintenance services	Non-Software	
43	Payment of Project Holdback of the System by the State.	Non-Software	90 days after Acceptance
44	Year 2 Annual support and maintenance Services	Non-Software	
45	Conduct Project Exit Meeting	Non-Software	TBD

**4. TERM**

**4.1 Termination for Convenience**

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to jProg. Upon termination for convenience, the State will pay jProg for work on any uncompleted Deliverables based upon the hourly rates contained in Exhibit B **Payment Schedule –Fixed Price**. Payment for any unfinished Deliverable shall not exceed the cost of the Deliverable in Exhibit B Payment Schedule. In the event that the State has pre-paid for any Services, jProg shall refund any unused portion of the Contract payments to the State.

**5. CONTRACT ADMINISTRATION**

**5.1 jProg CONTRACT MANAGER**

Jeff Murray’s Programming Shop, Inc shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Bill Devlin  
Jeff Murray’s Programming Shop, Inc  
1215 Prytania St. Suite 235  
New Orleans, LA 70130  
Tel: 504-486-0702  
Fax: 504-529-9099  
Email: [billdevlin@jprog.com](mailto:billdevlin@jprog.com)

**5.2 STATE CONTRACT MANAGER**

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

Sarah McPhee  
Department of Health and Human Services  
29 Hazen Drive

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Concord, NH 03301  
Tel: 603-271-3958  
Fax: 603-271-4934  
Email: sarah.mcphee@dhhs.state.nh.us

**6. STATEMENT OF WORK/DELIVERABLES/WORK PLAN**

jProg shall perform the Services and provide the Deliverables described in this Contract, including but not limited to, those described in the jProg quote of December 3, 2013. Additional requirements, term, and conditions are described in Attachments A, B, C, D, and E, which are incorporated herein.

jProg will provide development/application enhancement services for the Department of Health and Human Services, Division of Public Health Services, NH Ryan White CARE Program through December 31, 2015 for CAREWare planning, development and support supplied by jProg and currently deployed at the State of New Hampshire, including:

**6.1 PLANNING AND DESIGN**

jProg will create a design document that will include the following:

- A detailed explanation of the utilities' architecture and design
- Specifications for the export format
- Screenshots of the user interface

jProg will submit the design document to the NH CARE Program Contract Manager for written acceptance and will revise as necessary.

**6.2. ELIGIBILITY DATA EXPORT**

Once the design is approved, jProg will develop the eligibility export utility, which will:

- Execute a CAREWare custom report.
- Transform the results into a delimited text format that resembles the PBM specifications.
- Send the resulting text file to secure location as specified by the NH CARE Program.
- Perform the above tasks on a regular schedule, as specified by the NH CARE Program.
- jProg will test and debug this process with existing test datasets, modified to include the same custom eligibility fields used by the NH CARE Program.
- This utility will reside in the Core, which is where the CAREWare business tier application also resides. Because the Core cannot communicate with outside servers such as the Magellan server, jProg will develop the companion application for file imports described below, to enable that communication.

**6.3. CLAIMS FILE IMPORT**

Include in the design of the export feature, plans for importing monthly pharmacy claims files exported from the PBM system. jProg will create a utility that will automate the following:

- Detect when a new PBM export file is saved to a designated secure folder (location to be determined by the NH CARE Program).
- Parse the data from the PBM file and create a CAREWare PDI file and save it in a designated folder.
- The CAREWare PDI process must automatically find these files and import them.
- Detect and create distinct PDI files that include data for a non –ADAP domain in CAREWare.

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The utility shall also import claims reversals - records that correct data from a previous import:

- The PBM export file will indicate when the claim is a reversal. The utility will first look for the original record within the same file; if it finds one, it will not import the record pair.
- The CAREWare PDI process and Drug Services data entry will need minor updates before they will be compatible with the importing of reversal records.
- The CAREWare server resides within the Core security zone, as will the ADAP eligibility export utility. The communication process with Magellan must take place outside the Core, in the Demilitarized Zone (DMZ), so jProg will develop the utilities so that they reside in the DMZ. The ADAP eligibility export utility will periodically request encrypted data, over a specified TCP port and IP address, from the DMZ service that communicates with Magellan. Using this two-step process, at no time will server data be accessible directly from the DMZ or sFTP sites.

Once the NH CARE Program approves the design, jProg will develop and thoroughly test the utility and support the State through the User Acceptance Test Process.

**6.4. SUPPORT**

Assist CAREWare users with the design of the custom report used by the utility, and provide support for the operation of the utility after development and testing is complete under the existing CAREWare maintenance and support agreement, for no additional cost to the State. Also provide other CAREWare support as directed by the NH CARE Program Contract Manager. Support will also include maintenance services to ensure that the utilities are compatible with future versions and builds of CAREWare.

**7. INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY**

- 7.1 jProg agrees to maintain the confidentiality of, and to protect from unauthorized use, disclosure, publication, and reproduction, all confidential information of the State that jProg shall not use any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for jProg's performance under the Contract.
- 7.2 Any disclosure of the State's confidential information shall require prior written approval of the State. Information shall include, but not be limited to all data, record telecommunications content, studies, reports, written and software data files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, notes, letters, memoranda, papers, and documents, all whether finished or unfinished. The State's confidential information includes but is not limited to information of the State that is not predetermined to be subject to public disclosure under the laws of the State of New Hampshire.
- 7.3 jProg shall immediately notify the State if a subpoena or other legal process is served upon jProg regarding the State's confidential information, and jProg shall cooperate with the State in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the State's confidential information, jProg shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law or in equity, including, but not limited to injunctive relief.



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7.4 jProg shall not disclose any information obtained from the State during the performance of the Contract, except as is directly connected to and necessary for jProg's performance under the Contract.

7.5 Insofar as jProg seeks to maintain the confidentiality of its confidential or proprietary information, jProg must clearly identify in writing the information it claims to be confidential or proprietary. jProg acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential or proprietary information insofar as it is consistent with applicable state and federal law, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by jProg as confidential or proprietary, the State shall notify jProg and specify the date the State will be releasing the requested information. Any effort to prohibit or enjoin the release of the information shall be jProg's responsibility and at jProg's sole expense. If jProg fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to jProg, without liability to jProg.

7.6 Title, right and interest in the jProg Proprietary CAREWare shall remain with jProg.

7.7 This section 7 shall survive the termination of the Contract.

**8. FORCE MAJEURE**

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

**9. jProg PARTICIPATION**

jProg has read and agrees to all procedures as contained Contract Attachment 1 *Required Work Procedures*.

**10. INTERNAL ESCALATION PROCEDURE FOR DISPUTES**

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), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Agreement.

The parties shall use all 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:

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**Dispute Resolution Responsibility and Schedule Table**

<b>Level</b>	<b>jProg</b>	<b>The State</b>	<b>Cumulative allotted time</b>
First	Roy Carubba, Senior Programmer	Section Administrator	5 Business Days
Second	Bill Devlin, Chief Financial Officer	Dr. Jose Montero, MD, MHCDS Division Director	10 Business days
Third	Jeff Murray, Chief Programmer	Nicholas A. Toumpas Commissioner	15 Business days

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

**11. ASSIGNMENT, DELEGATION and SUBCONTRACTS**

**11.1** jProg shall not assign, delegate or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the other party. Such consent will not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void.

**11.2** jProg shall remain wholly responsible for performance of the entire Contract regardless of whether assignees, delegates, Subcontractors or other transferees ("Successor") are used, unless otherwise agreed to in writing by the State and the Successor fully assumes in writing any and all obligations and liabilities under the Contract. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract or other transfer shall not relieve jProg of any of its obligations under the Contract; not affect any remedies available to the State against jProg that may arise from any event of default of the provisions of the Contract; and the State will consider jProg to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

**12. THE CONTRACTOR'S RELATION TO THE STATE**

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

**13. WARRANTY**

jProg warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. jProg agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State.

jProg warrants that it shall maintain the software Deliverables, including without limitation, CAREWare System, to perform in accordance with its specifications. jProg further warrants

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that the software Deliverables shall operate in accordance with its specifications. If the State finds any software Deliverable defective, in any way, for any reason, jProg shall repair or replace within forty eight (48) hours of receiving notice from the State, excluding Saturdays, Sundays and Holidays, at no additional expense to the State, the software Deliverable or any portion thereof that the State has identified as defective.

Warranty is more fully described in Attachment B, Section 5: Warranty.

**14. TERMINATION**

Termination is described in Attachment B, Section 11: Termination.

**15. CHANGE ORDERS**

The Change Order procedure is described in Attachment B, Section 1: General Terms and Conditions.

**16. TESTING**

Testing requirements are described in Attachment B, Section 4: Testing.

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EXHIBIT B PAYMENT SCHEDULE- FIXED PRICE**



**1. DELIVERABLE PAYMENT SCHEDULE.**

All charges by Jeff Murray's Programming Shop, Inc (jProg), under this Contract shall be at a fixed price in accordance with the schedules set forth in Table 1 below.

**2. FIXED PRICE PAYMENT SCHEDULE**

**Payment Schedule:**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	PROJECT PHASES PRE-1 THROUGH 4	Payments
			Deliverable Date	
			<b>Pre-Phase 1: Initial Planning/Documentation</b>	
1	Conduct Project Kickoff Meeting	Non-Software		
2	Detailed Work Plan	Written		
3	Weekly Project Status Reports	Written	On going	
4	Documentation of Operational Procedures	Written		
5	Phase 1 Systems Interface Plan and Design	Written		
6	Phase 1 Detailed Testing Plan and Expected Testing Results	Written		
7	Phase 1 Deployment Plan	Written		
8	Phase 1 Training Plan	Written		
9	Phase 2 Systems Interface Plan and Design	Written		
10	Phase 2 Detailed Testing Plan and Expected Testing Results	Written		
11	Phase 2 Deployment Plan	Written		
12	Phase 2 Training Plan	Written		
13	Phase 3 Systems Interface Plan and Design	Written		
14	Phase 3 Detailed Testing Plan and Expected Testing Results	Written		
15	Phase 3 Deployment Plan	Written		\$2,880
16	Phase 3 Training Plan	N/A		
17	Phase 1 Requirements Sign-off by State	N/A		
18	Phase 2 Requirements Sign-off by State	N/A		
19	Phase 3 Requirements Sign-off by State	N/A		
			<b>Phase 1: Eligibility Data Export Utility Development/ Testing/Training/ Deployment</b>	
20	Phase 1 Delivery of Beta Data Export Utility	Software		\$5,620
21	Provide Draft of Phase 1 Documentation	Written		

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22	Conduct Phase 1 Validation of Export Function Training	Non-Software		
23	Conduct Phase 1 User Acceptance Testing	Non-Software		
24	Deploy Software	Non-Software		
25	Support State in ongoing operation of Utility	Non-Software		
26	Final Phase 1 Documentation Delivered	Written		
27	Written Acceptance of Phase 1 by the State to be paid with Acceptance of Phases 2 and 3.	Written		
			<b>Phase 2: Claims Files Import Utility Development / Testing / Training / Deployment</b>	
28	Phase 2 Delivery of Beta Claims File Import Utility including the Reversal functionality	Software		\$7,200
29	Provide Draft of Phase 2 Documentation	Written		
30	Conduct Phase 2 Validation of Claims File Import Utility including the Reversal functionality Training	Non-Software		
31	Conduct Phase 2 User Acceptance Testing	Non-Software		
32	Deploy Software	Non-Software		
33	Support State in ongoing operation of Utility	Non-Software		
34	Final Phase 2 Documentation Delivered	Written		
35	Written Acceptance of Phase 2 by the State, to be paid with Acceptance of Phases 1 and 3.	Written		
			<b>Phase 3: Telecom and the DMZ</b>	
36	Phase 3 Delivery of Beta Service that resides within the DMZ	Software		\$6,600
37	Provide Draft of Phase 3 Documentation	Written		
38	Conduct Phase 3 User Acceptance Testing	Non-Software		
39	Deploy Software	Non-Software		
40	Final Phase 3 Documentation Delivered	Written		
41	Written Acceptance of Phase 3, to be paid with Acceptance of Phases 1 and 2.	Written		\$6,600
			<b>Phase 4: Ongoing Operation and Support</b>	
42	Commence annual support and maintenance services	Non - Software		
43	Payment of Project Holdback of the System by the State.	Non - Software	90 days after Acceptance	\$3,500
44	Year 2 Annual support and maintenance Services	Non-Software		\$2,880
45	Conduct Project Exit Meeting	Non-Software	TBD	

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EXHIBIT B PAYMENT SCHEDULE- FIXED PRICE**



**3. PAYMENT SCHEDULE**

**Table 1: Payment Schedule:**

<b>Deliverables</b>	<b>Payment Amount</b>
Eligibility Data Export	\$8640.00
Claims File Import	\$7680.00
Claim Reversals	\$1680.00
Telecom in the DMZ Service	\$14,400.00
Staff Support	\$2880.00
<b>Total for Project</b>	<b>\$35,280.00</b>

Notwithstanding any other provision of this Contract, in no event shall the total payment made by the State exceed \$35,280.00. Payment will be made upon the completion of each deliverable. Approval of completed deliverables by NH DHHS will be made in writing prior to each payment.

**Table 2: Future Hourly Rates**

<b>Staff Titles</b>	<b>State Fiscal Year 2014</b>	<b>State Fiscal Year 2015</b>	<b>State Fiscal Year 2016</b>
Senior Programmer	\$120	\$120	\$120
TBD	\$120	\$120	\$120
TBD	\$120	\$120	\$120
TBD	\$120	\$120	\$120

Project change order quotes shall be based upon the future hourly rates described in Table 2.

**Table 3: Software Maintenance**

<b>Staff Titles</b>	<b>State Fiscal Year 2016</b>	<b>State Fiscal Year 2017</b>
Senior Programmer	\$120	\$120

**3. PAYMENTS**

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



**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 Contractors 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 fundors 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 fundors, 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.



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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



Exhibit C-1

**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.

- 3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council .



Exhibit C-1

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4. Insurance

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and professional liability coverage in the amount of \$1,000,000 per occurrence, and

5. Subparagraph 9.2 of the General Provisions of this contract is deleted and the following subparagraph is added:

9.2 In no event shall the Contracted Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to Deliverables, modifications developed in connection with performance of obligations under the Contract. In addition, the Contracted Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.



**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

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.

3/14/14  
Date

Contractor Name:

Bill Devlin  
Name: Bill Devlin  
Title: CFO



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

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:

3/14/2014  
Date

Bill Derlin  
Name: Bill Derlin  
Title: CFO



**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



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:

3/14/2014  
Date

Will  
Name: Bill Devlin  
Title: CFO



**CERTIFICATION REGARDING  
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

Contractor Name:

A handwritten signature in black ink, appearing to read "Bill Devlin".

3/14/2014  
Date

Name: Bill Devlin  
Title: CEO



**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:

3/14/2014  
Date

WDL  
Name: Bill Devlin  
Title: CFO



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

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

**Definitions**

1. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D, Sec. 13400.
2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
7. "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.
8. "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.
9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
10. "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.
11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
14. "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.
15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
16. 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.



**Use and Disclosure of Protected Health Information**

1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. Business Associate may use or disclose PHI:
  - 2.1. For the proper management and administration of the Business Associate;
  - 2.2. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - 2.3. For data aggregation purposes for the health care operations of Covered Entity.
3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
4. 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.
5. 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.

**Obligations and Activities of Business Associate**

1. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
2. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
3. 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.
4. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
5. 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.



6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

#### Obligations of Covered Entity

1. 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.
2. 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.
3. 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.

#### Termination for Cause

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

New Hampshire Department of Health and Human Services  
Exhibit I



**Miscellaneous**

1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
2. 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.
3. 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.
4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
5. 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.
6. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Contractor Name:

3/14/2014  
Date

William  
Name: Bill Devlin  
Title: CFO

State Agency Name: Department of Health and Human Services

3/24/14  
Date

Brook Dupee  
Name: Brook Dupee  
Title: Bureau Chief



**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:

3/14/2014  
Date

WSD  
Name: Bill Devlin  
Title: CEO



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: 835956178
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: _____

ATTACHMENT A  
PROJECT REQUIREMENTS

**BUSINESS REQUIREMENTS**

Req #	State Requirements Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Comments
B1.1	Business requirements are included in Section 6 STATEMENT OF WORK/DELIVERABLES/WORK PLAN contained in Contract Exhibit A.	M	Y		

ATTACHMENT A  
PROJECT REQUIREMENTS

APPLICATION REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>TECHNICAL</b>					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	n/a		
A1.2	The system should support IE 7 & 8, Firefox, Chrome, and Safari	M	n/a		
A1.3	The system software adheres to open standards and is not proprietary.	O	n/a		
A1.4	The database platform adheres to open standards.	O	n/a		
A1.5	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	n/a		
A1.6	Web-based compatible and in conformance with the following W3C standards:	M	n/a		
A1.7	XHTML 1.0		n/a		
A1.8	CSS 2.1		n/a		
A1.9	XML 1.0 (fourth edition)		n/a		
<b>APPLICATION SECURITY</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y		
A2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	n/a		
A2.3	Enforce unique logins for all participants	M	n/a		
A2.4	Enforce complex passwords for Administrator Accounts of ten characters or more in accordance with DoIT's statewide <i>User Account and Password Policy</i>	M	n/a		
A2.5	Enforce the use of complex passwords for participants using capital letters, numbers and special characters	M	n/a		
A2.6	Encrypt passwords in transmission and at rest within the database.	M	n/a		
A2.7	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	n/a		
A2.8	Provide ability to limit the number of people that can grant or change authorizations	M	n/a		
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	n/a		

ATTACHMENT A  
PROJECT REQUIREMENTS

A2.10	Ensure application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Y		
A2.11	Ensure the protection of participants' personal information with HIPAA and FIPS 200 compliance	M	Y		
A2.12	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y		
A2.13	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y		
A2.14	Data and hardware hosted by third party SSAE-16 accredited data centers	M	n/a		
A2.15	Data can only be stored and backed-up in the U.S.	M	n/a		
A2.16	The application shall not store authentication credentials or sensitive Data in its code.	M	Y		
A2.17	Audit all attempted accesses that fail identification, authentication and authorization requirements	M	Y		The utility will deny access from non-specified IP addresses and will log all access attempts. There will be no user authentication.
A2.18	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept Monthly.	M	Y		
A2.19	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	n/a		
A2.20	Use only the Software and System Services designed for use	M	Y		
A2.21	The application Data shall be protected from unauthorized use when at rest	M	Y		1. Data in the core are secure by definition; 2. In the DMZ we assume that Megallan and ADAP data are encrypted

**ATTACHMENT A  
PROJECT REQUIREMENTS**

**TESTING**

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	The Vendor shall be responsible for security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Y		
T1.2	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users	M	Y		IP authentication only (not user authentication)
T1.3	Test for encryption; supports the encoding of data for security purposes	M	Y		
T1.4	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Y		IP authentication only (not user authentication)
T1.5	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Y		IP authentication only (not user authentication)
T1.6	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Y		
T1.7	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y		We cannot check for access of files and directories.
T1.8	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	n/a		
T1.9	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	n/a		
T1.10	Test the Digital Signature; guarantees the unaltered state of a file	M	Y		
T1.11	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	n/a		
T1.12	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network	M	n/a		
T1.13	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y		

2014-083 DHHS JPROG DATA EXTRACT UTILITY CONTRACT

JPROG Initials WSD

Date 3/14/14

**ATTACHMENT A  
PROJECT REQUIREMENTS**

<b>STANDARD TESTING</b>				
T2.1	The Vendor must perform application testing using an industry standard and State approved testing methodology, including but not limited to, user acceptance testing.	M	Y	
T2.2	The Vendor must perform application stress testing and tuning.	M	Y	
T2.3	Vendor shall provide results of all testing to the Department of Information Technology for review and acceptance.	M	Y	

2014-083 DHHS JPROG DATA EXTRACT UTILITY CONTRACT

JPROG Initials WSD

Date 2/14/14

ATTACHEMENT A  
PROJECT REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS					
Req #	State Requirements Requirement Description	Criticality	Vendor Response	Delivery Method	Vendor Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y		
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y		No hardware services are provided under this agreement.
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y		No hardware services are provided under this agreement.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday, EST.	M	Y		Hours will be 10am until 5pm Eastern
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in H5.5 and H5.6.	M	Y		(incorrect reference)
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	n/a		
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Y		
S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	M	Y		
S1.9	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) Resolved by; 7) Identifying number i.e. work order number; and, 8) Issue identified by.	M	Y		Our programmers record time spent on a task along with a brief description their work. We also record software deficiencies in a separate tracking system.
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Y		We do not track mean time between calls or identification of repeat calls and problems.

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**ATTACHEMENT A  
PROJECT REQUIREMENTS**

<b>WARRANTY SERVICES</b>					
S2.1	a. Maintain the System Software in accordance with the Specifications and Terms of the Contract;	M	N/A		* Entire section S2.x to be removed
S2.2	b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract;	M	N/A		* Entire section S2.x to be removed
S2.3	c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;	M	N/A		* Entire section S2.x to be removed
S2.4	d. On-site additional Services within four (4) business hours of a request;	M	N/A		* Entire section S2.x to be removed
S2.5	e. Maintain a record of the activities related to warranty repair or maintenance activities performed for the State;	M	N/A		* Entire section S2.x to be removed
S2.6	f. For all Warranty Service calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information; 6) resolved by 7) identifying number i.e. work order number; 8) issue identified by.	M	N/A		* Entire section S2.x to be removed
S2.7	g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems; and	M	N/A		* Entire section S2.x to be removed
S2.8	h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	N/A		* Entire section S2.x to be removed

**ATTACHMENT A  
PROJECT REQUIREMENTS**

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

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ATTACHMENT A  
PROJECT REQUIREMENTS

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>System Administrator Training</b>					
SAT1.1	Training on the use and administration of the utility	M	Y		
SAT1.2	Training support materials	M	Y		
SAT1.3	Phone consultation on training issues	M	Y		

**ATTACHMENT B  
TERMS AND CONDITIONS**

This Attachment sets forth the terms and conditions under which a Vendor agrees to provide certain information technology Services, data import/export, monitoring, support, backup and recovery, change management, technology upgrades, and training necessary for the State's productive use of the CAREWare interface.

**1. GENERAL TERMS AND CONDITIONS**

**STATE OF NH TERMS, CONDITIONS, AND CONTRACT REQUIREMENTS**

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

**VENDOR RESPONSIBILITIES/USE OF SUBCONTRACTORS**

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

**VENDOR STAFF**

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

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

**WORK PLAN**

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

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

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

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

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

**ATTACHMENT B  
TERMS AND CONDITIONS**

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

**CHANGE ORDERS**

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

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

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

**2. DELIVERABLES**

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

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

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

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

**WRITTEN DELIVERABLES REVIEW**

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

**ATTACHMENT B  
TERMS AND CONDITIONS**

**SOFTWARE DELIVERABLES REVIEW**

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

**NON-SOFTWARE DELIVERABLES REVIEW**

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

**3. NOT USED**

**4. TESTING**

**TESTING AND ACCEPTANCE**

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

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

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

**TEST PLANNING AND PREPARATION**

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

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

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

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

**ATTACHMENT B  
TERMS AND CONDITIONS**

**TESTING INITIATION AND END POINTS DEFINED**

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

**REMEDIES**

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

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

**SYSTEM ACCEPTANCE**

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

**5. WARRANTY**

**SYSTEM WARRANTY**

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

**SOFTWARE WARRANTY**

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

**WARRANTY OF NON-INFRINGEMENT**

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

**VIRUSES; DESTRUCTIVE PROGRAMMING WARRANTY**

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

**COMPATIBILITY WARRANTY**

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

**PROFESSIONAL SERVICES WARRANTY**

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

**WARRANTY SERVICES –STATE'S RIGHTS**

**ATTACHMENT B  
TERMS AND CONDITIONS**

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

**6. ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS**

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

**MAINTENANCE RELEASES**

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

**VENDOR RESPONSIBILITY**

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

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

- a. Class A Deficiencies** - The Vendor shall have available to the State on-call administrator telephone assistance for issue reporting and tracking, available to the State, nine (9) hours per day and five (5) days a week, between the hours of 8:00 AM and 5:00 PM Eastern Time. Vendors shall provide an email / telephone response within two (2) hours of request;
- b. Class B & C Deficiencies** –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action;

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

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

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

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

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

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

**7. ADMINISTRATIVE SPECIFICATIONS**

**STATE-OWNED DOCUMENTS AND DATA**

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

**IT REQUIRED WORK PROCEDURES**

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

**VENDOR ACCESS OF STATE INFORMATION SYSTEMS LIMITED**

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

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

**EMAIL USE**

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

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**INTERNET/INTRANET USE**

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

**REGULATORY/GOVERNMENTAL APPROVALS**

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

**FORCE MAJEURE**

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

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

**8. INTELLECTUAL PROPERTY**

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

**9. CONFIDENTIAL INFORMATION**

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

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

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

Any disclosure of the State's information shall require prior written approval of the State. The Vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the Vendor

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regarding the State's Confidential Information, and the Vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

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

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

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

**10. PAYMENT**

**INVOICING**

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

**OVERPAYMENTS TO THE VENDOR**

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

**CREDITS**

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

**RECORDS RETENTION AND ACCESS REQUIREMENTS**

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

The Vendor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs, invoiced in the performance of their respective obligations under the Contract. The Vendor and its Subcontractors shall retain

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all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeals period.

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

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

**ACCOUNTING REQUIREMENTS**

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

**11. TERMINATION**

This section shall survive termination or Contract Conclusion.

**TERMINATION FOR DEFAULT**

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

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

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

**TERMINATION FOR CONVENIENCE**

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

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

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**TERMINATION FOR CONFLICT OF INTEREST**

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

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

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

**TERMINATION PROCEDURE**

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Vendor and in which State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written certification to the State that Vendor has surrendered to the State all said property.

**12. LIMITATION OF LIABILITY**

**STATE LIABILITY**

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

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

**VENDOR LIABILITY**

Subject to applicable laws and regulations, in no event shall the Vendor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages, and the Vendor's liability to the State shall not exceed two

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times (2X) the total Contract price in the executed State of New Hampshire standard Contract form P-37, Section 1.8 Price Limitation. Notwithstanding the foregoing, the limitation of liability shall not apply to the Vendor's obligations set forth in this Attachment B, Section 9. Confidential Information, and Section 13. Indemnification, which shall be unlimited.

**OBLIGATIONS AND LIABILITY OF THE VENDOR**

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

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

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

**STATE'S IMMUNITY**

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

**SURVIVAL**

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

**13. INDEMNIFICATION**

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

**14. CHANGE OF OWNERSHIP**

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

**15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS**

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

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**16. DISPUTE RESOLUTION**

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

**17. VENUE AND JURISDICTION**

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

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**TERMS AND DEFINITIONS**

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

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>BID</b>	A price for which a Vendor agrees to provide Services specified in a Request to Bid.
<b>Breach or Breach of Security</b>	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
<b>Certification</b>	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.
<b>Change Order</b>	Formal Documentation prepared for a proposed change in the Specifications.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract
<b>Contract</b>	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.
<b>Contract Documents</b>	Documents that comprise this Contract
<b>Contract Managers</b>	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.
<b>Contracted Vendor</b>	The Vendor who's Quote or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Cure Period</b>	The time allowed whereby the Vendor may fix the cause of a Default.
<b>Data</b>	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
<b>Deficiencies/Defects</b>	<p>A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p><b>Class A Deficiency</b> – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</p> <p><b>Class B Deficiency</b> – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were Deficient, require reworking, but do not require re-performance of the Service.</p> <p><b>Class C Deficiency</b> – Software - minimal, cosmetic in nature, minimal effect</p>

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	on the System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.
<b>Deliverable</b>	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.
<b>Department</b>	An agency of the State
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	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.
<b>Encryption</b>	Supports the encoding of data for security purposes
<b>Enhancements</b>	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
<b>Event of Default</b>	Any one or more of the following acts or omissions of a Vendor shall constitute an event of default hereunder ("Event of Default") <ul style="list-style-type: none"> <li>a. Failure to perform the Services satisfactorily or on schedule;</li> <li>b. Failure to submit any report required; and/or</li> <li>c. Failure to perform any other covenant, term or condition of the Contract</li> </ul>
<b>Firm Fixed Price Contract</b>	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
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users
<b>Implementation</b>	The process for making the System fully Operational for processing the Data.
<b>Information Systems</b>	Consists of computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind.
<b>Information Technology (IT)</b>	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.
<b>Input Validation</b>	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system
<b>Invoking Party</b>	In a dispute, the party believing itself aggrieved
<b>Key Project Staff</b>	Personnel identified by the State and by the Contracted Vendor as essential to work on the Project.
<b>Non Exclusive Contract</b>	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the

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	Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
<b>Normal Business Hours</b>	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 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
<b>Notice to Proceed (NTP)</b>	The State Contract Manager’s written direction to the Vendor to begin work on the Contract on a given date and time
<b>Operating System</b>	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
<b>Operational</b>	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.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
<b>Project</b>	The planned undertaking regarding the entire subject matter of an RFB and Contract and the activities of the parties related hereto.
<b>Project Team</b>	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
<b>Project Managers</b>	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)
<b>Project Staff</b>	State personnel assigned to work with the Vendor on the project
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
<b>Review</b>	The process of Reviewing Deliverables for Acceptance
<b>RFB (Request for Bid)</b>	A Request For Quote solicits Bids to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
<b>Service Level Agreement (SLA)</b>	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.
<b>Services</b>	The work or labor to be performed by the Vendor on the Project as described in the Contract.
<b>Software</b>	All Custom Software and COTS Software provided by the Vendor under the Contract
<b>Software Deliverables</b>	COTS Software and Enhancements
<b>Software License</b>	Licenses provided to the State under this Contract
<b>Solution</b>	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

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	customized for the State provided by the Vendor in response to this RFB.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFB, the Bid, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>State</b>	The term includes the requesting Agency and the Department of Information Technology,
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The SOW defines the results that the Vendor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	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>
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Project Leader</b>	State's representative with regard to Project oversight
<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Quote (CP).
<b>Subcontractor</b>	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
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Term</b>	The duration of the Contract.
<b>Transition Services</b>	Services and support provided when the Contracted Vendor is supporting system changes.
<b>UAT</b>	User Acceptance Test
<b>Unit Test</b>	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
<b>User Acceptance Testing</b>	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.
<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization
<b>Vendor/Contractor</b>	The contracted individual, firm, or company that will perform the duties and Specifications of the contract.
<b>Verification</b>	Supports the confirmation of authority to enter a computer system,

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	application or network
<b>Warranty Period</b>	A period of coverage during which the Contracted Vendor is responsible for providing a guarantee for products and Services delivered as defined in the contract.
<b>Warranty Releases</b>	Code releases that are done during the Warranty Period.
<b>Warranty Services</b>	The Services to be provided by the Vendor during the Warranty Period.
<b>Work Hours</b>	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
<b>Work Plan</b>	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
<b>Written Deliverables</b>	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

ATTACHMENT C  
REQUIRED IT WORK PROCEDURES

**1. IT Required Work Procedures**

- 1.1 All work done must conform to standards and procedures established by the Department of Information Technology and the State.
- 1.2 Any technical education needed by jProg to successfully complete the assumed assignment will be at the sole expense of jProg and provided by jProg.
- 1.3 jProg must agree to provide an "equal or better" replacement for any personnel who leave employment of jProg during the course of the Contract.
- 1.4 jProg must make the individuals available to be interviewed by the State prior to the Project assignment.
- 1.5 jProg its employees assigned to this Project must sign a "Computer Access and Use Agreement."
- 1.6 The State may require a detailed background check on any individual assigned to the Project, as this Project may involve confidential or sensitive information.
- 1.7 Personnel assigned to the State must be available to work within ten (10) business days of the contract signing.

ATTACHMENT C  
REQUIRED IT WORK PROCEDURES

**2. Computer Access and Use Agreement**

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

**2.1 Computer Use**

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

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

ATTACHMENT C  
REQUIRED IT WORK PROCEDURES

- 2.1.7. That only equipment or software owned, licensed, or being evaluated by the State, can be used by User. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- 2.1.8. That at no time shall User's confidential computer password(s) or premises access card be shared with or used by any other person.
- 2.1.9. That at no time shall User share or use another person's confidential computer password(s) or premises access card.
- 2.1.10. That at no time shall User leave a workstation without first ensuring that the workstation is properly secured from unauthorized access.
- 2.1.11. That User must report any and all violations of this Agreement to the appropriate supervisor promptly upon learning of such violation.
- 2.1.12. That if User is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- 2.1.13. That from time to time circumstances may require that this Agreement be modified by the State to reflect any changes in procedure or policy. The User will be notified in writing of any changes and will be required to adhere to such changes.
- 2.1.14. That the User acknowledges that he or she has read, fully understands, and agrees to abide by each of the above-stated rules as a condition of being granted access to use Information.

**2.2 Email Use**

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

- 1. Any unlawful purpose.
- 2. Material that may be viewed as insulting. Demeaning, harassing or threatening (including sexual harassment).
- 3. Distribution of pornographic or obscene material.
- 4. Profane or abusive language.

## ATTACHMENT C REQUIRED IT WORK PROCEDURES

5. Distribution of non-business materials including but not limited to jokes, chain letters, cartoons, sound files, amusement or entertainment purposes or executables not specifically business related.
6. Creating or transmitting statements, messages, languages, images, that might constitute hostile or offensive material likely to be disparaging of others based on race, national origin, sex, sexual orientation, age, disability, religious beliefs, or political beliefs.
7. Personal business or commercial business.
8. Invasion of the privacy of others.
9. Any use that compromises the integrity of the systems, network, other network users, or any interruption or disruption of services or equipment.
10. Any use that reflects poorly on a State entity or the State of New Hampshire.
11. Any lobbying contact or effort in support of such contacts, or causing others to make contact with members of the legislature or legislative committees including but not limited to: preparation and planning activities, research, and other background work that is intended at the time performed, to influence the approval, modification, or rejection of any legislation by the legislature of the State of New Hampshire or any committee thereof without the explicit consent of the Chief Information Officer (CIO) or its designee.
12. Misrepresentation of the Authorized User's identity, including using another's Authorized User ID and password.

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

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

### **2.3 Internet/Intranet Use**

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

1. Authorized Users are given State provided access to Internet and Intranet resources to assist them in the performance of their jobs.

**ATTACHMENT C  
REQUIRED IT WORK PROCEDURES**

2. Internet/Intranet Authorized Users are responsible for all material accessed under their user ID.
3. Software for browsing is provided to Authorized Users for State related business use only.
4. The Authorized User understands and agrees that the Internet/Intranet shall not be used for:
  - a. Chat rooms, interactive games, and personal message boards
  - b. Downloading graphics, sound files, video clips or other files for personal use
  - c. Access to or the distribution of pornographic or obscene materials
  - d. Anything that interrupts or disrupts other network Authorized Users, services or equipment
  - e. Violations of the privacy of other Authorized Users or their data
  - f. Intentional copying of any software, program(s), or data without a prior, good faith determined that such copying is permissible. (Efforts to obtain permission shall be documented)
  - g. Intentional misrepresentation of yourself electronically as another, unless specifically authorized to do so by that Authorized User
  - h. Intentionally developing programs designed to harass users or to infiltrate a computer or computing system and/or damage or alter the software components of same
  - i. Fund raising or public relations activities not specifically related to State business
  - j. Any purpose not directly related to the mission or intent of the agency

**ATTACHMENT D  
PROJECT DELIVERABLES AND PAYMENT SCHEDULE**

Reference Number	Activity, Deliverable, or Milestone	Deliverable Type	Deliverable Date	Payments
			<b>PROJECT PHASES PRE-1 THROUGH 4</b>	
			<b>Pre-Phase 1: Initial Planning/Documentation</b>	
1	Conduct Project Kickoff Meeting	Non-Software		
2	Detailed Work Plan	Written		
3	Weekly Project Status Reports	Written	On going	
4	Documentation of Operational Procedures	Written		
5	Phase 1 Systems Interface Plan and Design	Written		
6	Phase 1 Detailed Testing Plan and Expected Testing Results	Written		
7	Phase 1 Deployment Plan	Written		
8	Phase 1 Training Plan	Written		
9	Phase 2 Systems Interface Plan and Design	Written		
10	Phase 2 Detailed Testing Plan and Expected Testing Results	Written		
11	Phase 2 Deployment Plan	Written		
12	Phase 2 Training Plan	Written		
13	Phase 3 Systems Interface Plan and Design	Written		
14	Phase 3 Detailed Testing Plan and Expected Testing Results	Written		
15	Phase 3 Deployment Plan	Written		\$2,880
16	Phase 3 Training Plan	N/A		
17	Phase 1 Requirements Sign-off by State	N/A		
18	Phase 2 Requirements Sign-off by State	N/A		
19	Phase 3 Requirements Sign-off by State	N/A		

2014-088 DHHS JPROG DATA EXTRACT UTILITY CONTRACT

jProg Initials WSP

Date 2/15/14

**ATTACHMENT D  
PROJECT DELIVERABLES AND PAYMENT SCHEDULE**

			Phase 1: Eligibility Data Export Utility Development/ Testing/Training/ Deployment	
20	Phase 1 Delivery of Beta Data Export Utility	Software		\$5,620
21	Provide Draft of Phase 1 Documentation	Written		
22	Conduct Phase 1 Validation of Export Function Training	Non-Software		
23	Conduct Phase 1 User Acceptance Testing	Non-Software		
24	Deploy Software	Non-Software		
25	Support State in ongoing operation of Utility	Non-Software		
26	Final Phase 1 Documentation Delivered	Written		
27	Written Acceptance of Phase 1 by the State to be paid with Acceptance of Phases 2 and 3.	Written		
			Phase 2: Claims Files Import Utility Development / Testing / Training / Deployment	
28	Phase 2 Delivery of Beta Claims File Import Utility including the Reversal functionality	Software		\$7,200
29	Provide Draft of Phase 2 Documentation	Written		
30	Conduct Phase 2 Validation of Claims File Import Utility including the Reversal functionality Training	Non-Software		
31	Conduct Phase 2 User Acceptance Testing	Non-Software		
32	Deploy Software	Non-Software		
33	Support State in ongoing operation of Utility	Non-		

**ATTACHMENT D  
PROJECT DELIVERABLES AND PAYMENT SCHEDULE**

		Software	
34	Final Phase 2 Documentation Delivered	Written	
35	Written Acceptance of Phase 2 by the State, to be paid with Acceptance of Phases 1 and 3.	Written	
			<b>Phase 3: Telecom and the DMZ</b>
36	Phase 3 Delivery of Beta Service that resides within the DMZ	Software	\$6,600
37	Provide Draft of Phase 3 Documentation	Written	
38	Conduct Phase 3 User Acceptance Testing	Non-Software	
39	Deploy Software	Non-Software	
40	Final Phase 3 Documentation Delivered	Written	
41	Written Acceptance of Phase 3, to be paid with Acceptance of Phases 1 and 2.	Written	\$6,600

			<b>Phase 4: Ongoing Operation and Support</b>
42	Commence annual support and maintenance services	Non-Software	
43	Payment of Project Holdback of the System by the State.	Non-Software	\$3,500
44	Year 2 Annual support and maintenance Services	Non-Software	\$2,880
45	Conduct Project Exit Meeting	Non-Software	TBD

**ATTACHMENT E  
PRELIMINARY WORK PLAN**

**1. Preliminary Work Plan**

**Preliminary Work Plan with estimated dates**

<b>Task Name</b>	<b>Duration</b>	<b>Start</b>	<b>Finish</b>
<b>1. Eligibility Data Export</b>			
1a. Write and revise as necessary the design document, which will include requirements, specifications, and screenshots.	1 week	3.17.14	3.24.14
1b. Develop the utility and produce a beta version.	2 weeks	3.25.14	4.8.14
1c. Assist with testing and revise the utility as necessary.	2 weeks	4.8.14	4.22.14
<b>2. Claims File Import (and reversals)</b>			
2a. Write and revise as necessary the design document, which will include requirements and screenshots.	1 week	4.15.14	4.22.14
2b. Develop the utility and produce a beta version.	2 weeks	4.22.14	5.6.14
2c. Assist with testing and revise the utility as necessary.	2 weeks	5.6.14	5.20.14
<b>3. Communication and the DMZ Service</b>			
3a. Write and revise as necessary the design document, which will include requirements and a sample configuration file (this service will not likely include a user interface).	1 week	5.6.14	5.13.14
3b. Develop the service and produce a beta version.	3 weeks	5.13.14	6.3.14
3c. Assist with testing and revise the service as necessary.	2 weeks	6.3.14	6.17.14
<b>4. Support</b>			
4a. Provide CAREWare support as directed by the CARE Program project leader.	Ongoing	7.1.14	6.30.15



Jeff Murray's Programming Shop, Inc.

### Certificate of Vote/Authority

I, Jeff Murray of Jeff Murray's Programming Shop, Inc., do hereby certify that:

- 1. I am the President of the Jeff Murray's Programming Shop, Inc.;
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation, duly held on March 14, 2014;

RESOLVED: That this corporation may enter into any and all contracts, amendments, renewals, revisions or modifications thereto, with the State of New Hampshire, acting through its Department of Health and Human Services.

RESOLVED: That the Chief Financial Officer is hereby authorized on behalf of this corporation to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate. Bill Devlin is the Chief Financial Officer of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of March 14, 2014.

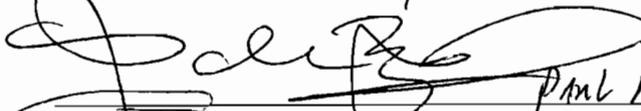
IN WITNESS WHEREOF, I have hereunto set my hand as the President of the corporation this 14th day of March, 2014.

  
\_\_\_\_\_  
Jeff Murray, President

STATE OF LOUISIANA  
PARISH OF ORLEANS

The foregoing instrument was acknowledged before me this 14th day of March, 2014 by

 John Doe. *JEFF MURRAY*

  
*PAUL A. BELLO #707*

Notary Public/Justice of the Peace  
My Commission Expires: *AT MY DEATH*

**Paul A. Bello, Notary Public**  
**Commission # 707**  
**State of Louisiana**  
**Parish of Orleans**  
**Commissioned For Life**



# State of New Hampshire Department of State

CERTIFICATE OF AUTHORITY OF

JEFF MURRAY'S PROGRAMMING SHOP, INC.

The undersigned, as Secretary of State of the State of New Hampshire, hereby certifies that an Application of JEFF MURRAY'S PROGRAMMING SHOP, INC. for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to JEFF MURRAY'S PROGRAMMING SHOP, INC. to transact business in this State under the name of JEFF MURRAY'S PROGRAMMING SHOP, INC. and attaches hereto a copy of the Application for such Certificate.

Business ID#: 610926

IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 16th day of January, 2014 A.D.



*William M. Gardner*

William M. Gardner  
Secretary of State





