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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibanette
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 31, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts with the Contractors listed in **bold** below for COVID-19 testing at New Hampshire K-12 schools, by increasing the total price limitation by \$5,000,000 from \$20,000,000 to \$25,000,000 and by extending the completion dates from June 30, 2022 to June 30, 2023, effective June 30, 2022, upon Governor and Council approval. 100% Federal Funds.

The original contracts were approved by Governor on May 24, 2021 and presented to the Executive Council on June 30, 2021 (Informational Item L).

Vendor Name	Vendor Code	Current Shared Price Limitation	Increase (Decrease)	Revised Shared Price Limitation
ClearChoiceMD, LLC*	286284	\$20,000,000	\$5,000,000	\$25,000,000
ConvenientMD, LLC	285630			
Ginkgo Bioworks, Inc.	358157			
University of New Hampshire	177867			
*The Contract with ClearChoiceMD LLC was terminated on September 24, 2021.				

Funds are available in the following accounts for State Fiscal Year 2023 with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-903010-2436 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
- REOPENING SCHOOLS - ARP**

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

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2021	102-500731	Contracts for Prog Svc	90183542	\$10,000,000	\$0	\$10,000,000
2022	102-500731	Contracts for Prog Svc	90183542	\$10,000,000	\$0	\$10,000,000
2023	102-500731	Contracts for Prog Svc	90183542	\$0	\$5,000,000	\$5,000,000
			Total	\$20,000,000	\$5,000,000	\$25,000,000

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contracts beyond the completion dates and there are no renewal options available. The Contractors have successfully set up a COVID-19 Safer at Schools Screening Program in K-12 schools throughout New Hampshire. The Department needs to ensure that schools across New Hampshire have access to COVID-19 testing, as needed, and prevent disruption to in-person learning. The program currently has 263 schools participating and continuity of operations ensures a minimal administrative burden on school staff, as well as a continuation of services for students and staff who utilize testing services. The schools have established relationships with the above Contractors and protocols for utilizing testing services, so it is in the best interest of school operations and public health to extend these agreements. In addition, it mitigates operational and health safety risks as well as the added cost of demobilizing and reestablishing testing services.

The purpose of this request is for the Contractors to continue to facilitate COVID-19 testing for K-12 students and staff. The Contractor performs asymptomatic surveillance testing to support in person learning and support the needs of New Hampshire's school children and school staff. Participation in COVID-19 testing conducted through this contract is completely optional for any school in New Hampshire, and completely optional for any staff member and student at participating schools. Each school has the option to choose from each of the three (3) Contractors.

The number of schools and individuals participating in this program will depend on the trajectory of COVID-19 and how many elect to participate. Currently 263 amount of schools participate in this program.

The Department will monitor contracted services to ensure Contractors:

- Provide test result notification to the individual tested, authorized school, and Department with consent of the individual tested within twenty-four (24) hours upon completion of the test at the authorized processing laboratory.
- Notify authorized schools' staff within twenty-four (24) hours if there are delays in lab testing.
- Provide a point of contact to the authorized schools and notify the authorized schools within twenty-four (24) hours prior to a change in the point of contact.

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

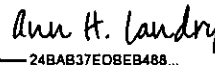
Should the Governor and Executive Council not authorize this request, schools across New Hampshire would not have access to free COVID-19 testing, which would put the burden of cost on the individual towns. If COVID-19 testing is not readily available to the schools, it could result in higher COVID-19 outbreaks and disruptions to in-person learning during the 2022-2023 school year.

Area Served: Statewide

Source of Federal Funds: Assistance Listing Number #93.323, FAIN # NU50CK000522

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

Respectfully submitted,

DocuSigned by:

24BAB37E08EB488...

Lori A. Shibinette
Commissioner

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

This Amendment to the COVID-19 Testing in K-12 Schools contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and ConvenientMD, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 24, 2021 and presented to the Executive Council on June 30, 2021 (Informational Item L), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
Shared Price Limitation:
\$25,000,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit C Payment Terms, Section 3 Shared Price Limitation, Subsection 3,1, to read:
 - 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$25,000,000 as referenced on block 8 of the General Provisions, Form P-37, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. The Department will provide the Contractor with a monthly update on the funds elapsed.

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/8/2022

Date

DocuSigned by:
Patricia M. Tilley
845E838E5BED4C8
Name: Patricia M. Tilley
Title: Director

ConvenientMD, LLC

6/8/2022

Date

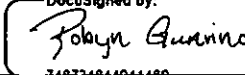
DocuSigned by:
D. Cody Shea
A6F5F3726F1C411...
Name: D. Cody Shea
Title: President, Urgent Care

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

OFFICE OF THE ATTORNEY GENERAL

6/8/2022

Date

DocuSigned by:


748734814011480...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

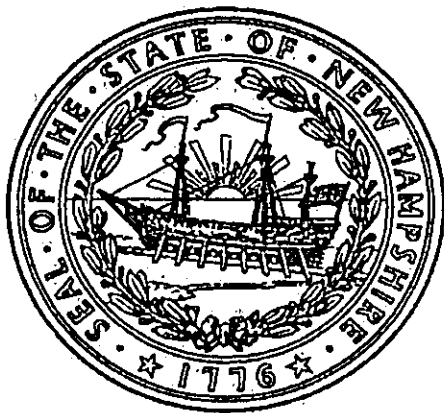
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONVENIENTMD LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 06, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 667110

Certificate Number: 0005359974



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2021.

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

William M. Gardner
Secretary of State

(/online/Home/)  Back to Home (/online)

Business Information

Business Details

Business Name: CONVENIENTMD LLC	Business ID: 667110
Business Type: Foreign Limited Liability Company	Business Status: Good Standing
Business Creation Date: 03/06/2012	Name in State of Formation: CONVENIENTMD LLC
Date of Formation in Jurisdiction: 03/06/2012	
Principal Office Address: 111 New Hampshire Ave, Suite 2, Portsmouth, NH, 03801, USA	Mailing Address: 111 New Hampshire Ave, Suite 2, Portsmouth, NH, 03801, USA
Citizenship / State of Formation: Foreign/Delaware	
	Last Annual Report Year: 2022
	Next Report Year: 2023
Duration: Perpetual	
Business Email: CLS-CTARMSevidence@wolterskluwer.com	Phone #: 603-501-0863
Notification Email: CLS-CTARMSevidence@wolterskluwer.com	Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	Health Care and Social Assistance	Emergency and Other Relief Services
2	OTHER / To establish, own and operate one or more urgent care healthcare facilities.	

Page 1 of 1, records 1 to 2 of 2

Principals Information

Name/Title	Business Address
Gareth Dickens / Manager	111 New Hampshire Ave, Suite 2, Portsmouth, NH, 03801, USA
Michael Petit / Manager	111 New Hampshire Ave, Suite 2, Portsmouth, NH, 03801, USA
Mark Pundt, MD / Manager	111 New Hampshire Ave, Suite 2, Portsmouth, NH, 03801, USA

Page 1 of 1, records 1 to 3 of 3

Registered Agent Information

Name: C T Corporation System

Registered Office 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Address:

Registered Mailing 2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Address:

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

[Filing History](#)
 [Address History](#)
 [View All Other Addresses](#)
 [Name History](#)
 [Shares](#)
[Businesses Linked to Registered Agent](#)
 [Return to Search](#)
 [Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us](#)
[\(/online/Home/ContactUS\)](#)

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CERTIFICATE OF AUTHORITY

I, Gareth Dickens, Chairman & CEO, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of ConvenientMD LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 6th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

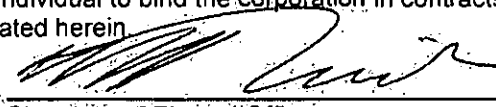
VOTED: That Daniel Cody Shea, President Urgent Care (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of ConvenientMD LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06/07/2022



Signature of Elected Officer:
Name: GARETH DICKENS
Title: CHAIRMAN & CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2022

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: PHONE (A/C, No, Ext): 630-773-3800 FAX (A/C, No): 630-285-4006 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED ConvenientMD LLC CONVLLC-06 111 New Hampshire Ave. Suite 2. Portsmouth NH 03801	INSURER A: Citizens Insurance Company of America 31534	
	INSURER B: MEMIC Indemnity Company 11030	
	INSURER C: Hanover Insurance Company 22292	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 1705982578 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZBC D024049 06	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
								MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
A	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZBC D024049 06	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
							BODILY INJURY (Per person)	\$	
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
							\$		
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ n			UHC-D024050-06	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 3,000,000	
							AGGREGATE	\$ 3,000,000	
							\$		
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	3102808616	11/1/2021	11/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
							E.L. EACH ACCIDENT	\$ 500,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

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

CERTIFICATE HOLDER

CANCELLATION

State of NH
 Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

6/8/2022

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows, IL 60008 License#: BR-724491		PHONE (A/C, No, Ext): _____		COMPANY NAME AND ADDRESS Citizens Insurance Company of America 645 West Grand River Avenue Howell, MI 48843		NAIC NO: 31534
FAX (A/C, No): _____		E-MAIL ADDRESS: _____		IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH		
CODE: _____		SUB CODE: _____		POLICY TYPE _____		
AGENCY CUSTOMER ID #: CONVLLC-06		NAMED INSURED AND ADDRESS ConvenientMD LLC 111 New Hampshire Ave. Suite 2. Portsmouth NH 03801		LOAN NUMBER _____		POLICY NUMBER ZBC D024049 06
ADDITIONAL NAMED INSURED(S) _____		EFFECTIVE DATE 11/01/2021		EXPIRATION DATE 11/01/2022		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
				THIS REPLACES PRIOR EVIDENCE DATED: _____		

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

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

COVERAGE INFORMATION	PERILS INSURED	BASIC	BROAD	SPECIAL	DED
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 37,142,322					DED: 5,000
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	X				If YES, LIMIT: _____ X Actual Loss Sustained; # of months: 12
BLANKET COVERAGE	X				If YES, indicate value(s) reported on property identified above: \$
TERRORISM COVERAGE	X				Attach Disclosure Notice / DEC
IS THERE A TERRORISM-SPECIFIC EXCLUSION?		X			
IS DOMESTIC TERRORISM EXCLUDED?		X			
LIMITED FUNGUS COVERAGE			X		If YES, LIMIT: _____ DED: _____
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X		
REPLACEMENT COST	X				
AGREED VALUE	X				
COINSURANCE	X				If YES, 100%
EQUIPMENT BREAKDOWN (If Applicable)	X				If YES, LIMIT: Included DED: \$500
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg			X		If YES, LIMIT: _____ DED: _____
- Demolition Costs			X		If YES, LIMIT: _____ DED: _____
- Incr. Cost of Construction			X		If YES, LIMIT: _____ DED: _____
EARTH MOVEMENT (If Applicable)	X				If YES, LIMIT: _____ DED: _____
FLOOD (If Applicable)	X				If YES, LIMIT: _____ DED: _____
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	X				If YES, LIMIT: _____ DED: _____
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:	X				If YES, LIMIT: _____ DED: _____
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS	X				

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE <input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LENDER'S LOSS PAYABLE <input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS _____
NAME AND ADDRESS State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857		AUTHORIZED REPRESENTATIVE

JUN08'21 AM 11:33 RCVD



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Interim Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
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www.dhhs.nh.gov

May 25, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** contracts with the Contractors listed below with a shared price limitation not to exceed \$20,000,000 for COVID-19 testing at New Hampshire K-12 schools, effective May 24, 2021, through June 30, 2022. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
ClearChoiceMD, LLC	286284	Shared Price Limitation Total: \$20,000,000
ConvenientMD, LLC	285630	
Ginkgo Bioworks	358157	
University of New Hampshire	177867	

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-903010-2436 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
- REOPENING SCHOOLS - ARP**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
2022	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
			Total	\$20,000,000

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

EXPLANATION

This item is **Sole Source** because the Department, in the interest of the public's health and safety in response to the COVID-19 pandemic, determined the Contractors possess the capacity to immediately stand up a COVID-19 Safer at Schools Screening Program in K-12 schools throughout New Hampshire prior to the end of the school year.

The purpose of this item is for the Contractors to facilitate COVID-19 tests for K-12 students and staff. The Contractor will perform asymptomatic testing using the New Hampshire COVID-19 Safer at School Screening Program guidelines. Participation in COVID-19 testing conducted through this contract is completely optional for any school in New Hampshire, and completely optional for any staff member and student at participating schools. Each school will have the option to choose from each of the four (4) Contractors.

COVID-19 testing will be available to students and staff who have traveled internationally or on a cruise ship, participate in contact sports teams, live at a residential K-12 school, are returning to the school setting from an extended break (e.g. Summer or weeklong school vacations), and are in other congregate educational settings where persons are at higher risk of COVID-19 than the general population.

The number of schools and individuals participating in this program will depend on the trajectory of COVID-19 and how many elect to participate.

The Contractors will facilitate communication with the schools to coordinate COVID-19 testing activities. The COVID-19 testing activities include, but are not limited to, coordinating timing with the schools on number of tests needed, communication and education on the testing available to the staff and students, and consent forms. The Contractors will perform COVID-19 tests by utilizing pooled testing and individual diagnostics. If the results of the pooled testing return positive, the Contractor will complete individual diagnostic testing on all the students and/or staff who were tested in the pooled testing. The Contractors will work with an authorized laboratory to conduct the testing of the COVID-19 specimen and provide results to the school within twenty-four (24) hours upon completion of laboratory testing.

The Department will monitor contracted services to ensure Contractors:

- Use best efforts to deploy a testing team on the same day of request by the Department or authorized school.
- Provide test result notification to the individual tested, authorized school, and Department with consent of the individual tested within twenty-four (24) hours upon completion of the test at the authorized processing laboratory.
- Notify authorized schools' staff within twenty-four (24) hours if there are delays in lab testing.
- Provide a point of contact to the authorized schools and notify the authorized schools within twenty-four (24) hours prior to a change in the point of contact.

Area served: Statewide

Source of Funds: CFDA #93.323, FAIN# NU50CK000522

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

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is written in a cursive style with a large initial "L".

Lori A. Shibinette
Commissioner

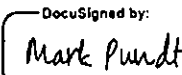
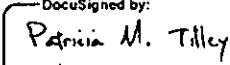
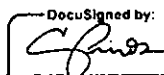
Subject: COVID-19 Testing in K-12 Schools (SS-2021-DPHS-26-SCHOOL-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ConvenientMD, LLC		1.4 Contractor Address 111 New Hampshire Avenue, Suite 2 Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 201-0863	1.6 Account Number 05-95-90-903010-2436	1.7 Completion Date June 30, 2022	1.8 Price Limitation Shared Price Limitation: \$20,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 5/21/2021		1.12 Name and Title of Contractor Signatory President & Mark Pundt [redacted] Officer	
1.13 State Agency Signature DocuSigned by:  Date: 5/24/2021		1.14 Name and Title of State Agency Signatory Interim Director Patricia M. Tilley	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/24/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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


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

7. PERSONNEL.

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

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

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

Contractor Initials 
Date 5/21/2021

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services
COVID-19 Testing in K-12 Schools**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 9, subparagraph 9.1, Termination, is amended as follows:

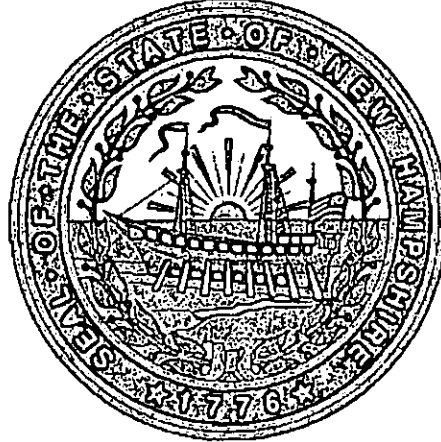
9.1 Notwithstanding paragraph 8, if the shared price limitation in subparagraph 1.8 is fully expended prior to the completion date in subparagraph 1.7, the State may immediately terminate this Agreement upon notice to the Contractor. The State may also, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

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

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B



Safer at Schools Screening Program
Contract

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

Definitions

The following terms and acronyms are used throughout the RFQ and shall have the meaning stated in this section, unless the context clearly indicates otherwise.

Authorized School – A public school, private school, charter school, approved special education school, or child care facility that offers kindergarten as authorized by the New Hampshire Department of Education.

Authorized School Staff – The staff at the Authorized School directly involved in the operations of testing Services, which may include but is not limited to school nurses, administrators, teachers, or any school-based health care providers.

Pooled Testing - Includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

Individual Diagnostics – Includes RT-PCR tests, Abbott BinaxNOW tests; or other rapid antigen tests.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

Scope of Services

1. Statement of Work – General Terms

- 1.1. The purpose of this Agreement is for the Contractor to provide services to detect COVID-19 in New Hampshire schools by facilitating asymptomatic testing and symptomatic testing (if applicable), using the New Hampshire COVID -19 Safer at School Screening (SASS) Program guidelines, available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/safer-at-school-screening.pdf>
 - 1.1.1. School participation in COVID-19 testing conducted through this Agreement by the Contractor is completely optional for any school in New Hampshire, and individual testing is completely optional for school staff members and students at participating schools.
 - 1.1.2. The participating or "Authorized Schools" must choose one (1) Contractor from the Department approved list of Contractors.
 - 1.1.3. If the Contractor seeks to terminate their relationship with an Authorized Schools, the Department must approve.
- 1.2. The Contractor shall facilitate COVID-19 tests as outlined in this Agreement for K-12 Schools (herein referred to as "Authorized School(s)" that are located within the State of New Hampshire and are a:
 - 1.2.1. Public School; or
 - 1.2.2. Private School; or
 - 1.2.3. Charter School; or
 - 1.2.4. Approved Special Education School; or
 - 1.2.5. Child Care Facility that offers kindergarten.
- 1.3. The Contractor shall facilitate COVID-19 tests for the following individuals at Authorized Schools:
 - 1.3.1. Students, with authorization from their parent/guardian if under the age of 18; and
 - 1.3.2. All school staff, receiving compensation from the Authorized School, including but not limited to:
 - 1.3.2.1. Teachers.
 - 1.3.2.2. Librarians.
 - 1.3.2.3. Administrators.
 - 1.3.2.4. Nurses.
 - 1.3.2.5. Office Staff.
 - 1.3.2.6. Para educators.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 1.3.2.7. Custodial staff.
 - 1.3.2.8. Food Services personnel.
 - 1.3.2.9. Bus drivers.
 - 1.3.2.10. Bus monitors.
 - 1.3.2.11. Sports coaches.
 - 1.3.2.12. Other education support professionals.
- 1.4. The Contractor shall facilitate COVID-19 testing for individuals identified in the New Hampshire Safer at School Screening (SASS) Program, including but not limited to:
- 1.4.1. Students or staff who have traveled internationally or on a cruise ship.
 - 1.4.2. Students or staff who participate in contact sports teams.
 - 1.4.3. Students or staff at residential K-12 schools.
 - 1.4.4. Students or staff returning to the school setting from an extended break (e.g. Summer or week-long school vacations).
 - 1.4.5. Other congregate educational settings where persons are at higher risk of contracting COVID-19 than the general population based on NH DHHS epidemiology.
- 1.5. The Contractor shall work with the Authorized Schools to identify personnel to serve as designated point(s) of contact (hereinafter "Authorized School Staff").
- 1.6. The Contractor shall facilitate COVID-19 tests by utilizing the following testing methodologies:
- 1.6.1. Pooled Testing; **OR**
 - 1.6.2. Individual Diagnostics, including antigen-based or PCR-based testing in accordance with the New Hampshire COVID-19 Safer at School Screening (SASS) Program guidelines, as approved by the Department.
- 1.7. The Contractor may perform testing at the request of the Authorized School, for staff and students with appropriate consent.
- 1.7.1. All testing shall be performed at a feasible time of day and day of week agreed upon by the Authorized School.
 - 1.7.2. COVID-19 symptomatic testing shall be performed at the discretion of the Authorized School when the Authorized School has a symptomatic student or staff member.

2. Statement of Work – Implementation

- 2.1. The Contractor shall establish and maintain a dedicated telephone support phone number. The Contractor shall also have a dedicated encrypted email MP

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

address or a secure online form for the New Hampshire Safer at Schools Screening Program to coordinate testing services with the Authorized School Staff, individuals receiving COVID-19 tests who are 18 years and older, and parents/guardians of individuals receiving COVID-19 tests under the age of 18.

- 2.1.1. The Contractor shall provide staff to answer calls and/or email request Monday through Friday, 8AM to 4PM (Eastern Time), excluding holidays, when schools are in session.
- 2.2. The Contractor shall ensure that processes for phone and email systems maintain confidentiality of all Personally Identifiable Information (PII) and protected health information (PHI). If a VoIP phone system is used it shall be HIPAA compliant.
 - 2.2.1. The Contractor shall ensure that all email systems comply with encryption requirements for PHI, as applicable and that DLP is employed. Contractor shall monitor the email system(s) to ensure this requirement is being enforced, to the extent HIPAA is applicable.
- 2.3. The Contractor shall arrange for secure (locked) and confidential transport, documented hand-off (chain-of-custody), and processing of collected paperwork and specimens to a Certified Authorized Processing Laboratory (CLIA) (herein referred to as "Authorized Processing Laboratory"), either via courier or shipping service.
- 2.4. The Contractor shall pay all shipping costs and shipping logistics associated with shipment of test supplies to the Authorized School and secure shipping costs and/or courier services of specimens to an Authorized Processing Laboratory. If applicable, the courier service shall be bonded, licensed and insured. The Contractor shall inform the courier service of its BAA obligations and said courier service shall agree, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements.
- 2.5. If applicable, the Contractor shall provide secure courier service or shipping logistics to arrange for regular delivery of all test kits and required supplies to and from the Authorized School or location specified by the Authorized School sufficient to test all participating individuals at the frequency specified by the Authorized School, in accordance with the New Hampshire COVID-19 Safer at School Screening Program guidelines.
 - 2.5.1. Upon request of the Authorized School, the Contractor shall provide onsite personnel to perform specimen collection at the school.
 - 2.5.2. The Contractor may provide oversight of qualified personnel of the Authorized School to conduct specimen collection or oversee self-collection of specimens for COVID-19 testing if the Authorized School chooses not to have Contractor personnel onsite at the Authorized School or location specified by the Authorized School to perform

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- specimen collection.
- 2.5.3. The Contractor may perform specimen collection and/or antigen-based testing at a non-school location such as an urgent care center location with the appropriate CLIA waived authorization if the Authorized School is in agreement to the specimen collection and/or testing location.
- 2.5.4. The Contractor shall ensure the collection personnel have successfully completed HIPAA and information security awareness training and demonstrate their understanding of their HIPAA and information security obligations to the data they are collecting.
- 2.5.5. If delays in shipping or courier service arise, the Contractor shall notify the Authorized School Staff of the issue no more than 24 hours after the Contractor becomes aware of the delay.
- 2.6. The Contractor shall provide Authorized schools the following supplies:
- 2.6.1. Test tubes.
- 2.6.2. Label printer (if required).
- 2.6.3. Labels.
- 2.6.4. All necessary test supplies including, but not limited to, swabs, personal protective equipment, and other supplies (if required for completion of tests).
- 2.6.5. Any other equipment necessary to label, package, and transfer specimens collected at an Authorized School;
- 2.7. The Contractor shall implement COVID-19 testing activities as outlined in this Agreement for Authorized Schools. The Contractor shall:
- 2.7.1. Provide the Department with a list of the schools that are participating in this program, and will obtain the following information from the schools:
- 2.7.1.1. School calendars.
- 2.7.1.2. Number of students participating at each Authorized School.
- 2.7.1.3. Number of staff participating at each Authorized School.
- 2.7.1.4. Frequency at which the Authorized School is requesting testing for participating students.
- 2.7.1.5. Frequency at which the Authorized School is requesting testing for participating staff.
- 2.8. The Contractor shall provide to the Department, upon request, any and all available information on:
- 2.8.1. Total Number of Authorized Schools receiving logistical and support

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- services from the Contractor;
- 2.8.2. Number and type of trainings provided, as described in Section 2.11.;
 - 2.8.3. Estimated average hold time for callers to the support line;
 - 2.8.4. Total number of calls received and handled by the support line;
 - 2.8.5. Number of calls received and handled by call topic; and
 - 2.8.6. Longest hold time for callers to the support line.
- 2.9. The Contractor shall provide the Department with a copy of a one-page overview of the services to be provided under this Agreement for approval. The Contractor shall provide the approved one-page overview to the Authorized Schools, within 3 business days of receipt of the signed Agreement. The one-page overview shall include, but is not limited to:
- 2.9.1. Explanation of testing services.
 - 2.9.2. All Services are voluntary.
 - 2.9.3. The Contractor's Website.
 - 2.9.4. The Contractor's Email or online contact form.
 - 2.9.5. The Contractor's Address.
 - 2.9.6. Phone number.
- 2.10. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges. The Contractor shall not use Google Translate or other free translation "services" unless the translation service has agreed, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements (Exhibit K).
- 2.11. **Training:**
- 2.11.1. The Contractor shall provide training to the Authorized School. Training shall include but is not limited to:
 - 2.11.1.1.1. Parent-oriented live Q&A webinars, if applicable.
 - 2.11.1.1.2. Information sheets addressing common questions and concerns about the testing program.
 - 2.11.1.1.3. How-to guides on self-administering testing, if applicable.

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B

2.11.1.1.4. Specimen collection or oversight of self-collection of specimens for COVID-19 testing, proper waste disposal, and confidentiality.

2.12. **Online Portal, Website or Social Media, if applicable:**

2.12.1. The Contractor may utilize an online portal, as approved by the Department and in compliance with Exhibit K – DHHS Information Security Requirements, to obtain consent forms from parents/guardians of students that are under 18 years old to consent to the testing, provide notice of mandated reporting, and to inform individuals of their test result. All consent forms, whether hard-copy or electronic, shall include, but not limited to:

2.12.1.1. Authorization of who has access to the test results, which includes:

2.12.1.1.1. Authorized school name and/or

2.12.1.1.2. Parent(s)/guardian(s) name.

2.12.1.2. Where and how the testing records will be maintained.

2.12.1.3. Provide secure user access in a timely manner to any online portals available for the retrieval of test results to all Authorized School Staff designated by the Authorized School.

2.13. **Consent:**

2.13.1. The Contractor shall ensure that the signed consent form from an individual age 18 or older and from a parent/guardian for individuals under age 18 has been received prior to the COVID-19 test being administered.

2.13.2. The Contractor shall maintain all documentation related to the COVID-19 testing and test results, unless otherwise specified in the consent form.

2.13.3. The Contractor shall maintain all documentation related to the COVID-19 test results and electronic consent forms signed via Contractor's online portal, in addition to paper or PDF consents.

2.13.4. The Contractor shall notify the Authorized School staff, with consent from the individual, of the results of the COVID-19 test.

2.13.5. The Contractor shall develop and use the consent processes approved by the Department to obtain consent from ~~staff~~ members of the Authorized School and from parents/guardians

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

of individuals under age 18 to participate in COVID-19 testing. If the Contractor wants to amend any portion of the consent forms, such amendments must be approved by Department prior to distribution to Authorized Schools.

2.13.6. Individuals may elect not to participate in testing at any time. Individuals who elect to participate in testing must receive clear information on the following.

2.13.6.1. The type and name of the test they receive, (i.e., RT-PCR or antigen test such as Abbott BinaxNOW), the purpose of the test (to identify SARS-CoV-2 infection among members of the organization to reduce risk of transmission to others), the reliability of the test (i.e., risk of false positive test results with antigen testing), who will pay for the test (NH DHHS), and how the test will be performed (anterior nares swab or saliva); and

2.13.6.2. How to understand what the results mean, actions to be taken with negative or positive result (isolation while waiting for PCR within 48 hours of antigen test), who will receive the results (NH DHHS), how the results may be used (see SASS Program Guidance), and how the individual will receive follow-up testing from the Contractor, if applicable.

2.13.7. The Contractor will preserve the manner in which samples are pooled and labeled until Pooled Testing Results are reported to the Authorized School and will report Pooled Testing Results and Individual Diagnostics Testing Results, if applicable, to individuals affiliated with the Authorized School as specified herein, and in a manner and duration required by applicable state and federal law.

3. Statement of Work – Pooled Testing

3.1. The Contractor may perform pooled testing at the Authorized School in lieu of individual screening or diagnostic testing, which includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

3.2. If the Contractor is conducting pooled testing, the Contractor shall provide specimen collection materials to the Authorized School when not directly performing specimen collection by the Contractor for Pooled Testing Kits that:

3.2.1. Are able to perform COVID-19 testing with anterior nasal swabs, or saliva samples;

MP

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 3.2.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
- 3.2.3. May be collected through both observed self-collection and administered specimen collection; and
- 3.2.4. Allow no greater than twenty-five (25) specimens per pool.
- 3.3. Testing shall occur as frequently as every seven (7) days to as little as once a month in accordance with the Safer at School Screening Program.
- 3.4. The Contractor shall:
 - 3.4.1. Deliver Pooled Testing Results to Authorized School Staff within a turnaround time of no more than twenty-four (24) hours upon completion of the pooled test result at the Authorized Processing Laboratory.
 - 3.4.2. Work with Authorized Processing Laboratory and shall make best faith efforts to provide the Ct or "cycle threshold" value of a positive pooled test upon request by Department.

4. Statement of Work – Individual Diagnostics

- 4.1. The Contractor shall run individual diagnostic tests as approved by the Department, directly in accordance with the New Hampshire Safer at School Program guidelines and in follow-up to pooled testing that has a positive result, including individual tests that include, but are not limited to:
 - 4.1.1. RT-PCR tests; and/or
 - 4.1.2. Abbott BinaxNOW tests; and/or
 - 4.1.3. Other rapid antigen tests.
- 4.2. The Contractor shall:
 - 4.2.1. Provide medical directorship.
 - 4.2.2. Order for lab tests.
 - 4.2.3. Oversee testing for COVID-19 active infection using state-supplied rapid antigen tests, when test supplies are available, upon request from the Authorized School.
 - 4.2.4. Provide schools with the test listed in Section 3.1.
 - 4.2.5. Utilize the tests in Section 4.1 for:
 - 4.2.5.1. Following up on positive pools or as individual diagnostic tests.
 - 4.2.5.2. The Contractor may perform additional diagnostic tests as part of this Agreement for symptomatic individuals and close contacts of symptomatic persons or persons with positive COVID-19 test results.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 4.2.6. Ensure that all such individual PCR tests provided by the Contractor:
 - 4.2.6.1. Are able to perform COVID-19 testing with anterior nasal swabs or saliva samples;
 - 4.2.6.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
 - 4.2.6.3. May be collected through both observed self-collection and administered specimen collection;
 - 4.2.6.4. Comply with all requirements set forth by the Department regarding diagnostic testing, including a medical provider's order;
 - 4.2.6.5. Are shipped to the Authorized School or location specified by the Authorized School to the attention of the Authorized School's point-of-contact; and
- 4.2.7. Ensure that all individual diagnostic tests results are returned according to the signed consent, and all positive individual diagnostic test results are returned to the individual being tested, or their parent/guardian as appropriate, by the Contractor within a turnaround time of no more than twenty-four (24) hours upon completion of the test by the Authorized Processing Laboratory.
- 4.2.8. Provide the number of antigen tests procured from the Contractor to the Authorized Schools to the Department and to the individual being tested, or their parent/guardian as appropriate.

5. Statement of Work – COVID-19 Testing Results

- 5.1. When notifying the individual receiving the follow up testing, or their parent/guardian as appropriate and allowed by the consent, the Contractor shall provide the staff member and student's parent/guardian pertinent information regarding next steps regarding exclusion from school and isolation/quarantine recommendations as is determined necessary by the Department and the Authorized School.
- 5.2. The Contractor shall attempt to provide test result notification to the person tested and Authorized School with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
- 5.3. The Contractor shall ensure all rapid antigen-based COVID-19 tests (both positive and negative results), including Abbott BinaxNOW tests performed by the Contractor or authorized school personnel under the medical direction of the Contractor are reported via the New Hampshire online test result reporting form available at: <https://forms.nh.gov/EpiInfoWebSurvey/Home/37a7bc1e-69b9-4227-9b36-95d340277229>, or through submission of results daily for multiple patients via a specially formatted file submitted through a secure file transfer using instructions available MP

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

<https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/rapid-test-reporting-guidance.pdf> or reported to the Department via automatic electronic reporting.

- 5.4. The Contractor shall report all case information with all known data elements for all positive test results (both antigen-based and PCR-based tests) using the New Hampshire Confidential COVID-19 Case Report Form available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf> or reported to the Department via automatic electronic reporting.
- 5.5. The Contractor shall provide all individuals tested who have a positive individual test result with the appropriate quarantine and isolation guidance in accordance with current recommendations from the Department and the United States Centers for Disease Control and Prevention.
- 5.6. If a follow up test to a positive antigen-based test is required per the New Hampshire COVID-19 Safer at School Screening Program, or if an individual follow up test is required based on a positive pooled sample PCR COVID-19 test result, the Contractor shall perform follow up PCR tests with consent of the individual(s) to be tested, and the Contractor shall take all necessary steps to ensure complete and prompt reporting of all follow up test results to the New Hampshire Division of Public Health Services.

6. Exhibits Incorporated

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

7. Reporting Requirements

- 7.1. The Contractor shall submit weekly progress reports to the Department for pooled testing and individual diagnostic tests, that include the following information:
 - 7.1.1. Number of Authorized Schools served by the Contractor;
 - 7.1.2. Number of Pooled and Individual Diagnostics Test Kits sent to Authorized Schools;
 - 7.1.3. Number of swabs per Pooled Test and Individual Diagnostics Test Conducted in total and broken down by school and by students per school and staff per school;

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 7.1.4. Number of Pooled and Individual Diagnostics Tests processed in total and broken down by school and by students and staff per school;
 - 7.1.5. Number of Pooled and Individual Diagnostics Testing Results by outcome (positive, negative, invalid, or other similar categories) in total and broken down by school and by students and staff per school;
 - 7.1.6. Average Turnaround Time COVID-19 test completion from time when specimen collection is performed until test result is available to the individual tested;
 - 7.1.7. Number of any known incidents of specimens not arriving at the Authorized Processing Laboratory within 48 hours of specimen collection having been made available by Authorized School; and
 - 7.1.8. Number of antigen tests performed by personnel at Authorized School under the medical directorship of the Contractor.
- 7.2. The Contractor shall report weekly summaries of telephone activity to the Department, including summary reports that include, at a minimum:
- 7.2.1. Number of incoming calls and calls transferred to State of New Hampshire.
 - 7.2.2. Estimated average time to answer.
 - 7.2.3. Maximum wait time.
 - 7.2.4. Log of complaints received and corresponding actions to respond to each complaint, ensuring that the log does not contain any protected health information or personally identifiable information.
 - 7.2.5. Lost call abandonment rate.

8. Performance Measures

- 8.1. The Department will monitor Contractor performance by:
- 8.1.1. Ensuring the Contractor makes best efforts to deploy a testing team on the same day of the request by the Department or Authorized school.
 - 8.1.2. Provide test result notification to the person tested or their parent/guardian as applicable, Authorized School, and Department with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
 - 8.1.3. Notify staff of Authorized Schools within twenty-four (24) hours if there are delays in lab testing.
 - 8.1.4. Provide a Point of Contact (POC) to the Authorized Schools and notify the Authorized Schools within twenty-four (24) hours prior to a change in this POC.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 8.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 8.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 8.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

9. Grievance Process

- 9.1. The Contractor shall ensure all complaints received from Authorized Schools are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as one (1) of four (4) Risk Levels, which include:
 - 9.1.1. **Risk Level 1:** Authorized Schools' students or staff, health, or well-being is in jeopardy. For example, one or more sentinel events, such as bodily injury have occurred. The Contractor shall handle and report complaints within twelve (12) hours of the event to the Department and to the Authorized Schools following relevant response coordination with public safety entities, if required.
 - 9.1.2. **Risk Level 2:** Any issue brought to the Contractor's attention by the Authorized School that involves allegations of discriminatory or egregious actions.
 - 9.1.3. **Risk Level 3:** Any issue brought to the Department's attention by the Authorized School. For example, an issue that involves lack of communication or issues with Contractor's staff.
 - 9.1.4. **Risk Level 4:** The Contractor shall report any other complaints from the Authorized School within twenty-four (24) hours of receiving the reported concern to the Department. For example, if the Contractor has not communicated delays in COVID-19 test reporting within twenty-four (24) hours.
- 9.2. The Contractor shall ensure all complaints received are processed in accordance with the assigned Risk Level specified in Subsection 7.1, above. The Contractor shall:
 - 9.2.1. Send an email directly to the Authorized Schools confirming the receipt of the concern, stating that the concern has been documented and is being researched.
 - 9.2.2. Conduct research and review details by reaching out to the Authorized Schools.
 - 9.2.3. Keep the Department apprised of the progress of the review.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

9.2.4. Send the research and review completed to the Department for review and approval.

9.2.4.1. If there is dissatisfaction with the initial attempts made by the Contractor to resolve the complaint, the Contractor shall ensure the complaint is escalated within the organization.

9.2.5. All grievances shall be resolved by the Contractor within a month after the appeal is filed. The Department must be appraised of all progress.

9.2.5.1. Continuation of research and documentation of the complaint throughout the process.

9.2.5.2. Share all details and findings with the Department.

9.2.5.3. The Authorized Schools and the Department are notified of the resolution and/or action takes place as a result of the escalation.

9.3. The Contractor shall review all complaints on a monthly basis to ensure complaints have been handled in accordance processes specified in Section 9, above.

10. Background checks

10.1. The Contractor shall ensure all staff and subcontractors providing in-person services under this Agreement at Authorized Schools premises and/or having any direct in-person contact with students and staff of Authorized Schools have undergone a criminal background check, at the Contractor's expense. The Contractor must ensure

10.1.1. That the individual has no history of:

10.1.2. Felony conviction; or

10.1.3. Any misdemeanor conviction involving:

10.1.3.1. Physical or sexual assault;

10.1.3.2. Violence;

10.1.3.3. Exploitation;

10.1.3.4. Child pornography;

10.1.3.5. Threatening or reckless conduct;

10.1.3.6. Theft;

10.1.3.7. Driving under the influence of drugs or alcohol; or

10.1.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 10.1.4. The Contractor shall submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 169-C:35.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

11.2. Credits and Copyright Ownership

- 11.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 11.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.2.3. The Department shall retain copyright ownership for any and all original materials requisitioned under this Agreement, including, but not limited to:
- 11.2.3.1. Brochures.
 - 11.2.3.2. Resource directories.
 - 11.2.3.3. Protocols or guidelines.
 - 11.2.3.4. Posters.
 - 11.2.3.5. Reports.
- 11.2.4. The Contractor shall not reproduce any materials requisitioned under the Agreement without prior written approval from the Department.

12. Records

- 12.1. The Contractor shall keep records that include, but are not limited to:
- 12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

or collected by the Contractor.

- 12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 12.1.4. Medical records, including any identifiable information relating to each individuals/recipient of services, and any test results, in accordance with Exhibit I, Exhibit K, and any other State and Federal requirements.
- 12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), as awarded on 04/08/21, by the Centers for Disease Control and Prevention (CDC), CFDA #93.323, FAIN# NU50CK000522 with funds made available under the American Rescue Plan of 2021 [P.L. 117-2].
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Shared Price Limitation**
 - 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$20,000,000 as referenced on block 8 of the General Provisions, Form P-37, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.
 - 3.2. The Department shall notify the Contractor when the shared price limitation has \$5,000,000 left.
 - 3.3. The Authorized Schools will select a Contractor for the services in this Agreement from a list provided by the Department.
4. **Program Administration and Implementation**
 - 4.1. The Department shall pay the Contractor a one time payment of \$3,000 per Authorized School to the New Hampshire Safer at School Screening (SASS) program for administration and implementation costs as outlined in Exhibit B – Scope of Services - Implementation Section 2.
 - 4.2. If the Department has already paid a Contractor a one time payment of \$3,000, the Contractor will not receive a program and implementation payment of \$3,000 per Authorized School, if the Authorized School is granted permission by the Department to work with a different Contractor as part of the New Hampshire Safer at School Screening (SASS) program.
5. **Pooled Testing** payment shall be as follows:
 - 5.1. \$300 per pooled COVID-19 test administered, which is an all-inclusive cost that includes the following:
 - 5.1.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

- 5.1.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 5.1.3. Lab processing of samples.
 - 5.1.4. Courier Services.
 - 5.1.5. Return packaging and prepaid shipping labels.
 - 5.1.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 5.1.7. Reporting of results to the Department
 - 5.1.8. USB barcode scanner to register test kits (if required).
 - 5.1.9. All onboarding and training.
 - 5.1.10. Ongoing customer support.
6. **Individual Screening and Diagnostic Tests** testing payment shall be as follows:
- 6.1. \$150 per individual COVID-19 test administered including Contractor-supplied antigen-based or PCR-based tests, which is an all-inclusive cost that includes the following:
 - 6.1.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.
 - 6.1.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 6.1.3. Lab processing of samples.
 - 6.1.4. Courier Services.
 - 6.1.5. Return packaging and prepaid shipping labels.
 - 6.1.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 6.1.7. Maintaining a phone number and email address to coordinate testing with Authorized Schools.
 - 6.1.8. Reporting of results to the Department.
 - 6.1.9. USB barcode scanner to register test kits (if required).
 - 6.1.10. All onboarding and training.
 - 6.1.11. Ongoing customer support.
 - 6.1.12. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
 - 6.1.13. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

- 6.1.14. Oversight and ensuring positive results have case report forms reported to the Department.
7. **Medical Directorship and Oversight** of state-supplied rapid antigen to Authorized School for school personnel to conduct COVID-19 testing, related activities shall be reimbursed as follows:
- 7.1. \$30 per individual rapid antigen test administration, which is an all-inclusive cost that includes the following:
- 7.1.1. Lab orders to conduct the test.
- 7.1.2. Ensuring CLIA waiver process and applicable rules are followed.
- 7.1.3. Any pertinent training and oversight of conducting the antigen-based COVID-19 test.
- 7.1.4. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
- 7.1.5. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.
- 7.1.6. Oversight and ensuring positive results have case report forms reported to the Department.
8. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSCContractBilling@dhhs.nh.gov, or invoices may be mailed to:
- Finance Administrator
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
10. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
11. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
12. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
15. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
 - 16.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 16.4. 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

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

Contract to which exception has been taken, or which have been disallowed because of such an exception.





New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

Vendor Initials MP
Date 5/21/2021



New Hampshire Department of Health and Human Services
Exhibit D

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

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

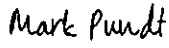
Place of Performance (street address, city, county, state, zip code) (list each location)


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

Vendor Name:

5/21/2021

Date

DocuSigned by:

 Name: Mark Pundt
 Title: President & Chief Medical Officer

DS

 Vendor Initials
 Date 5/21/2021



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

5/21/2021

Date

DocuSigned by:

Mark Pundt

Name: Mark Pundt

Title: President & Chief Medical Officer

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MP

Vendor Initials

5/21/2021

Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

5/21/2021

Date

DocuSigned by:

Mark Pundt

Name: Mark Pundt

Title: President & Chief Medical Officer

Contractor Initials

MP

Date 5/21/2021



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

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

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

Exhibit G

Contractor Initials

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MP

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

5/21/2021

Date

DocuSigned by:

Mark Pundt

Name: Mark Pundt

Title: President & Chief Medical Officer

Exhibit G

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

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MP
Contractor Initials

5/21/2021
Date



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/21/2021

Date

DocuSigned by:

Mark Pundt

Name: Mark Pundt

Title: President & Chief Medical Officer

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- o The unauthorized person used the protected health information or to whom the disclosure was made;
- o Whether the protected health information was actually acquired or viewed
- o The extent to which the risk to the protected health information has been mitigated.

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Contractor Initials MP

Date 5/21/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by:
 Patricia M. Tilley
 Signature of Authorized Representative
 Patricia M. Tilley
 Name of Authorized Representative
 Interim Director
 Title of Authorized Representative
 5/24/2021
 Date

ConvenientMD, LLC
 Name of the Contractor
 Mark Pundt
 Signature of Authorized Representative
 Mark Pundt
 Name of Authorized Representative
 President & Chief Medical Officer
 Title of Authorized Representative
 5/21/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

5/21/2021

Date

DocuSigned by:

Mark Pundt

Name: Mark Pundt

Title: president & Chief Medical officer

OS
MP

Contractor Initials
Date 5/21/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 26472174

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

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

- 7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network...
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity...
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164...
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals...

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

Contractor Initials [Signature]

Date 5/21/2021

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



-
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

This Amendment to the COVID-19 Testing in K-12 Schools contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Ginkgo Bioworks, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on May 24, 2021 and presented to the Executive Council on June 30, 2021 (Informational Item L), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
Shared Price Limitation:
\$25,000,000
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director.
4. Modify Exhibit C Payment Terms, Section 3 Shared Price Limitation, Subsection 3.1, to read:
3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$25,000,000 as referenced on block 8 of the General Provisions, Form P-37, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached. The Department will provide the Contractor with a monthly update on the funds elapsed.

DS
RS

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective June 30, 2022, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/15/2022

Date

DocuSigned by:

Patricia M. Tilley

849FB38E5BED4C8

Name: Patricia M. Tilley

Title:

Director

Ginkgo Bioworks, Inc.

6/15/2022

Date

DocuSigned by:

Reshma Shetty

F3502F2DD3D0417

Name: Reshma Shetty

Title:

President

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

OFFICE OF THE ATTORNEY GENERAL

6/15/2022

Date

DocuSigned by:
Robyn Guarino
748734844941460...

Name: Robyn Guarino
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

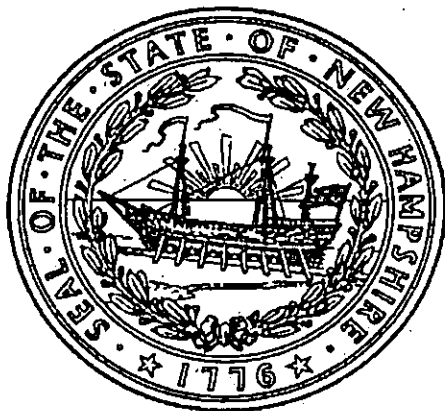
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GINKGO BIOWORKS, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on May 27, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 872646

Certificate Number: 0005787772



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of June A.D. 2022.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Karen Tepichin, hereby certify that:

1. I am a duly elected Secretary of Ginkgo Bioworks, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on September 16, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Reshma Shetty, President, is duly authorized on behalf of Ginkgo Bioworks, Inc. to enter into any contracts or agreements and further is authorized to execute any and all documents, instruments, and any amendments or modifications thereto, which may in her judgment be necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 06 / 14 / 2022



Signature of Elected Officer

Name: Karen Tepichin

Title: General Counsel

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Sullivan Insurance Group, Inc. 1 Mercantile Street Suite 710 Worcester, MA 01608	CONTACT NAME: Bonnie LaRue
	PHONE (A/C, No, Ext): 508-471-9047 FAX (A/C, No): 508 797-3689 E-MAIL ADDRESS: blarue@sullivangroup.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Chubb Group
INSURED Ginkgo Bloworks Inc. 27 Drydock Avenue, Suite 8 Boston, MA 02210	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		36015595	09/30/2021	09/30/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			99494708	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79880574	09/30/2021	09/30/2022	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	71744912	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Product Liability			36037129	09/30/2021	09/30/2022	\$5M occ/agg
A	E&O			36037129	09/30/2021	09/30/2022	\$5M occ/agg
A	Bus Personal Prop			36015595	09/30/2021	09/30/2022	\$96,128,002 RC

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance on Behalf of the Named Insured

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>John T. Andreoli</i>
--	---

JUN08'21 AM 11:33 RCVD



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Interim Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 25, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** contracts with the Contractors listed below with a shared price limitation not to exceed \$20,000,000 for COVID-19 testing at New Hampshire K-12 schools, effective May 24, 2021, through June 30, 2022. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
ClearChoiceMD, LLC	286284	Shared Price Limitation Total: \$20,000,000
ConvenientMD, LLC	285630	
Ginkgo Bioworks	358157	
University of New Hampshire	177867	

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-2436 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
- REOPENING SCHOOLS - ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
2022	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
			Total	\$20,000,000

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

EXPLANATION

This item is **Sole Source** because the Department, in the interest of the public's health and safety in response to the COVID-19 pandemic, determined the Contractors possess the capacity to immediately stand up a COVID-19 Safer at Schools Screening Program in K-12 schools throughout New Hampshire prior to the end of the school year.

The purpose of this item is for the Contractors to facilitate COVID-19 tests for K-12 students and staff. The Contractor will perform asymptomatic testing using the New Hampshire COVID-19 Safer at School Screening Program guidelines. Participation in COVID-19 testing conducted through this contract is completely optional for any school in New Hampshire, and completely optional for any staff member and student at participating schools. Each school will have the option to choose from each of the four (4) Contractors.

COVID-19 testing will be available to students and staff who have traveled internationally or on a cruise ship, participate in contact sports teams, live at a residential K-12 school, are returning to the school setting from an extended break (e.g. Summer or weeklong school vacations), and are in other congregate educational settings where persons are at higher risk of COVID-19 than the general population.

The number of schools and individuals participating in this program will depend on the trajectory of COVID-19 and how many elect to participate.

The Contractors will facilitate communication with the schools to coordinate COVID-19 testing activities. The COVID-19 testing activities include, but are not limited to, coordinating timing with the schools on number of tests needed, communication and education on the testing available to the staff and students, and consent forms. The Contractors will perform COVID-19 tests by utilizing pooled testing and individual diagnostics. If the results of the pooled testing return positive, the Contractor will complete individual diagnostic testing on all the students and/or staff who were tested in the pooled testing. The Contractors will work with an authorized laboratory to conduct the testing of the COVID-19 specimen and provide results to the school within twenty-four (24) hours upon completion of laboratory testing.

The Department will monitor contracted services to ensure Contractors:

- Use best efforts to deploy a testing team on the same day of request by the Department or authorized school.
- Provide test result notification to the individual tested, authorized school, and Department with consent of the individual tested within twenty-four (24) hours upon completion of the test at the authorized processing laboratory.
- Notify authorized schools' staff within twenty-four (24) hours if there are delays in lab testing.
- Provide a point of contact to the authorized schools and notify the authorized schools within twenty-four (24) hours prior to a change in the point of contact.

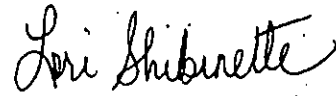
Area served: Statewide

Source of Funds: CFDA #93.323, FAIN# NU50CK000522

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

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

Respectfully submitted,

A handwritten signature in cursive script that reads "Lori Shibinette". The signature is written in black ink and is positioned above the printed name and title.

Lori A. Shibinette
Commissioner

Subject: COVID-19 Testing in K-12 Schools (SS-2021-DPHS-26-SCHOOL-03)

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

AGREEMENT

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

GENERAL PROVISIONS**I. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Ginkgo Bioworks, Inc.		1.4 Contractor Address 27 Drydock Ave 8th Floor Boston, MA 02210	
1.5 Contractor Phone Number (877) 422-5362	1.6 Account Number 05-95-90-903010-2436	1.7 Completion Date June 30, 2022	1.8 Price Limitation Shared Price Limitation: \$20,000,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Reshma Shetty Date: 5/27/2021		1.12 Name and Title of Contractor Signatory Reshma Shetty President	
1.13 State Agency Signature DocuSigned by: Patricia M. Tilley Date: 5/27/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Interim Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: 5/27/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials

RS

Date 5/27/2021

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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**New Hampshire Department of Health and Human Services
COVID-19 Testing in K-12 Schools**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 9, subparagraph 9.1, Termination, is amended as follows:

9.1 Notwithstanding paragraph 8, if the shared price limitation in subparagraph 1.8 is fully expended prior to the completion date in subparagraph 1.7, the State may immediately terminate this Agreement upon notice to the Contractor. The State may also, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

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

1.3. Paragraph 13, subparagraph Indemnification, is amended as follows:

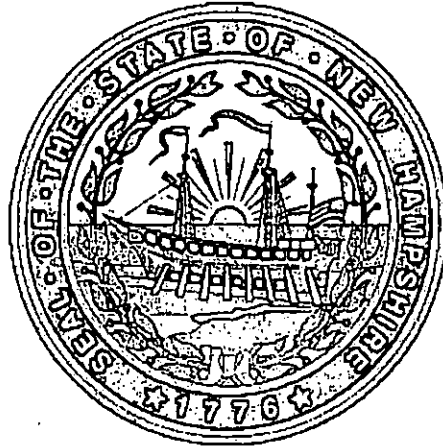
13. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all third party claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the Contractor's or subcontractors' negligence, reckless or intentional misconduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph

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.

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New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B



Safer at Schools Screening Program
Contract

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B

Definitions

The following terms and acronyms are used throughout the RFQ and shall have the meaning stated in this section, unless the context clearly indicates otherwise.

Authorized School – A public school, private school, charter school, approved special education school, or child care facility that offers kindergarten as authorized by the New Hampshire Department of Education.

Authorized School Staff – The staff at the Authorized School directly involved in the operations of testing Services, which may include but is not limited to school nurses, administrators, teachers, or any school-based health care providers.

Pooled Testing - Includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

Individual Diagnostics – Includes RT-PCR tests, Abbott BinaxNOW tests; or other rapid antigen tests.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

Scope of Services

1. Statement of Work – General Terms

- 1.1. The purpose of this Agreement is for the Contractor to provide services to detect COVID-19 in New Hampshire schools by facilitating asymptomatic testing and symptomatic testing (if applicable), using the New Hampshire COVID -19 Safer at School Screening (SASS) Program guidelines, available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/safer-at-school-screening.pdf>
 - 1.1.1. School participation in COVID-19 testing conducted through this Agreement by the Contractor is completely optional for any school in New Hampshire, and individual testing is completely optional for school staff members and students at participating schools.
 - 1.1.2. The participating or "Authorized Schools" must choose one (1) Contractor from the Department approved list of Contractors.
 - 1.1.3. If the Contractor seeks to terminate their relationship with an Authorized Schools, the Department must approve.
- 1.2. The Contractor shall facilitate COVID-19 tests as outlined in this Agreement for K-12 Schools (herein referred to as "Authorized School(s)" that are located within the State of New Hampshire and are a:
 - 1.2.1. Public School; or
 - 1.2.2. Private School; or
 - 1.2.3. Charter School; or
 - 1.2.4. Approved Special Education School; or
 - 1.2.5. Child Care Facility that offers kindergarten.
- 1.3. The Contractor shall facilitate COVID-19 tests for the following individuals at Authorized Schools:
 - 1.3.1. Students, with authorization from their parent/guardian if under the age of 18; and
 - 1.3.2. All school staff, receiving compensation from the Authorized School, including but not limited to:
 - 1.3.2.1. Teachers.
 - 1.3.2.2. Librarians.
 - 1.3.2.3. Administrators.
 - 1.3.2.4. Nurses.
 - 1.3.2.5. Office Staff.
 - 1.3.2.6. Para educators.

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New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B

- 1.3.2.7. Custodial staff.
 - 1.3.2.8. Food Services personnel.
 - 1.3.2.9. Bus drivers.
 - 1.3.2.10. Bus monitors.
 - 1.3.2.11. Sports coaches.
 - 1.3.2.12. Other education support professionals.
- 1.4. The Contractor shall facilitate COVID-19 testing for individuals identified in the New Hampshire Safer at School Screening (SASS) Program, including but not limited to:
- 1.4.1. Students or staff who have traveled internationally or on a cruise ship.
 - 1.4.2. Students or staff who participate in contact sports teams.
 - 1.4.3. Students or staff at residential K-12 schools.
 - 1.4.4. Students or staff returning to the school setting from an extended break (e.g. Summer or week-long school vacations).
 - 1.4.5. Other congregate educational settings where persons are at higher risk of contracting COVID-19 than the general population based on NH DHHS epidemiology.
- 1.5. The Contractor shall work with the Authorized Schools to identify personnel to serve as designated point(s) of contact (hereinafter "Authorized School Staff").
- 1.6. The Contractor shall facilitate COVID-19 tests by utilizing the following testing methodologies:
- 1.6.1. Pooled Testing; **OR**
 - 1.6.2. Individual Diagnostics, including antigen-based or PCR-based testing in accordance with the New Hampshire COVID-19 Safer at School Screening (SASS) Program guidelines, as approved by the Department.
- 1.7. The Contractor may perform testing at the request of the Authorized School, for staff and students with appropriate consent.
- 1.7.1. All testing shall be performed at a feasible time of day and day of week agreed upon by the Authorized School:
 - 1.7.2. COVID-19 symptomatic testing shall be performed at the discretion of the Authorized School when the Authorized School has a symptomatic student or staff member.

2. Statement of Work – Implementation

- 2.1. The Contractor shall establish and maintain a dedicated telephone support phone number. The Contractor shall also have a dedicated encrypted email

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

address or a secure online form for the New Hampshire Safer at Schools Screening Program to coordinate testing services with the Authorized School Staff, individuals receiving COVID-19 tests who are 18 years and older, and parents/guardians of individuals receiving COVID-19 tests under the age of 18.

- 2.1.1. The Contractor shall provide staff to answer calls and/or email request Monday through Friday, 8AM to 4PM (Eastern Time), excluding holidays, when schools are in session.
- 2.2. The Contractor shall ensure that processes for phone and email systems maintain confidentiality of all Personally Identifiable Information (PII) and protected health information (PHI). If a VoIP phone system is used it shall be HIPAA compliant.
 - 2.2.1. The Contractor shall ensure that all email systems comply with encryption requirements for PHI, as applicable and that DLP is employed. Contractor shall monitor the email system(s) to ensure this requirement is being enforced, to the extent HIPAA is applicable.
- 2.3. The Contractor shall arrange for secure and confidential transport, documented hand-off (chain-of-custody), and processing of collected paperwork and specimens to a Certified Authorized Processing Laboratory (CLIA) (herein referred to as "Authorized Processing Laboratory"), either via courier or shipping service.
- 2.4. The Contractor shall pay all shipping costs and shipping logistics associated with shipment of test supplies to the Authorized School and secure shipping costs and/or courier services of specimens to an Authorized Processing Laboratory. If applicable, the courier service shall be bonded, licensed and insured. The Contractor shall inform the courier service of its BAA obligations and said courier service shall agree, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements.
- 2.5. If applicable, the Contractor shall provide secure courier service or shipping logistics to arrange for regular delivery of all test kits and required supplies to and from the Authorized School or location specified by the Authorized School sufficient to test all participating individuals at the frequency specified by the Authorized School, in accordance with the New Hampshire COVID-19 Safer at School Screening Program guidelines.
 - 2.5.1. Upon request of the Authorized School, the Contractor shall provide onsite personnel to perform specimen collection at the school.
 - 2.5.2. The Contractor may provide oversight of qualified personnel of the Authorized School to conduct specimen collection or oversee self-collection of specimens for COVID-19 testing if the Authorized School chooses not to have Contractor personnel onsite at the Authorized School or location specified by the Authorized School to perform

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- specimen collection.
- 2.5.3. The Contractor may perform specimen collection and/or antigen-based testing at a non-school location such as an urgent care center location with the appropriate CLIA waived authorization if the Authorized School is in agreement to the specimen collection and/or testing location.
 - 2.5.4. The Contractor shall ensure the collection personnel have successfully completed HIPAA and information security awareness training and demonstrate their understanding of their HIPAA and information security obligations to the data they are collecting.
 - 2.5.5. If delays in shipping or courier service arise, the Contractor shall notify the Authorized School Staff of the issue no more than 24 hours after the Contractor becomes aware of the delay.
- 2.6. The Contractor shall provide Authorized schools the following supplies:
- 2.6.1. Test tubes.
 - 2.6.2. Label printer (if required).
 - 2.6.3. Labels.
 - 2.6.4. All necessary test supplies including, but not limited to, swabs, personal protective equipment, and other supplies (if required for completion of tests).
 - 2.6.5. Any other equipment necessary to label, package, and transfer specimens collected at an Authorized School;
- 2.7. The Contractor shall implement COVID-19 testing activities as outlined in this Agreement for Authorized Schools. The Contractor shall:
- 2.7.1. Provide the Department with a list of the schools that are participating in this program, and will obtain the following information from the schools:
 - 2.7.1.1. School calendars.
 - 2.7.1.2. Number of students participating at each Authorized School.
 - 2.7.1.3. Number of staff participating at each Authorized School.
 - 2.7.1.4. Frequency at which the Authorized School is requesting testing for participating students.
 - 2.7.1.5. Frequency at which the Authorized School is requesting testing for participating staff.
- 2.8. The Contractor shall provide to the Department, upon request, any and all available information on:
- 2.8.1. Total Number of Authorized Schools receiving logistical and support

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B

- services from the Contractor;
- 2.8.2. Number and type of trainings provided, as described in Section 2.11.;
- 2.8.3. Estimated average hold time for callers to the support line;
- 2.8.4. Total number of calls received and handled by the support line;
- 2.8.5. Number of calls received and handled by call topic; and
- 2.8.6. Longest hold time for callers to the support line.
- 2.9. The Contractor shall provide the Department with a copy of a one-page overview of the services to be provided under this Agreement for approval. The Contractor shall provide the approved one-page overview to the Authorized Schools, within 3 business days of receipt of the signed Agreement. The one-page overview shall include, but is not limited to:
 - 2.9.1. Explanation of testing services.
 - 2.9.2. All Services are voluntary.
 - 2.9.3. The Contractor's Website.
 - 2.9.4. The Contractor's Email or online contact form.
 - 2.9.5. The Contractor's Address.
 - 2.9.6. Phone number.
- 2.10. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges. The Contractor shall not use Google Translate or other free translation "services" unless the translation service has agreed, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements (Exhibit K).
- 2.11. **Training:**
 - 2.11.1. The Contractor shall provide training to the Authorized School. Training shall include but is not limited to:
 - 2.11.1.1.1. Parent-oriented live Q&A webinars, if applicable.
 - 2.11.1.1.2. Information sheets addressing common questions and concerns about the testing program.
 - 2.11.1.1.3. How-to guides on self-administering testing, if applicable.

OS
RS

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program

EXHIBIT B

2.11.1.1.4. Specimen collection or oversight of self-collection of specimens for COVID-19 testing, proper waste disposal, and confidentiality.

2.12. **Online Portal, Website or Social Media, if applicable:**

2.12.1. The Contractor may utilize an online portal, as approved by the Department and in compliance with Exhibit K – DHHS Information Security Requirements, to obtain consent forms from parents/guardians of students that are under 18 years old to consent to the testing, provide notice of mandated reporting, and to inform individuals of their test result. All consent forms, whether hard-copy or electronic, shall include, but not limited to:

2.12.1.1. Authorization of who has access to the test results, which includes:

2.12.1.1.1. Authorized school name and/or

2.12.1.1.2. Parent(s)/guardian(s) name.

2.12.1.2. Where and how the testing records will be maintained.

2.12.1.3. Provide secure user access in a timely manner to any online portals available for the retrieval of test results to all Authorized School Staff designated by the Authorized School.

2.13. **Consent:**

2.13.1. The Contractor shall use its best efforts to ensure that the signed consent form from an individual age 18 or older and from a parent/guardian for individuals under age 18 has been received prior to the COVID-19 test being administered.

2.13.2. The Contractor shall maintain all documentation related to the COVID-19 testing and test results, unless otherwise specified in the consent form.

2.13.3. The Contractor shall maintain all documentation related to the COVID-19 test results and electronic consent forms signed via Contractor's online portal, in addition to paper or PDF consents.

2.13.4. The Contractor shall notify the Authorized School staff, with consent from the individual, of the results of the COVID-19 test.

2.13.5. The Contractor shall develop and use the consent processes approved by the Department to obtain consent from ~~staff~~ members of the Authorized School and from parents/guardians.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

of individuals under age 18 to participate in COVID-19 testing. If the Contractor wants to amend any portion of the consent forms, such amendments must be approved by Department prior to distribution to Authorized Schools.

2.13.6. Individuals may elect not to participate in testing at any time. Individuals who elect to participate in testing must receive clear information on the following.

2.13.6.1. The type and name of the test they receive, (i.e., RT-PCR or antigen test such as Abbott BinaxNOW), the purpose of the test (to identify SARS-CoV-2 infection among members of the organization to reduce risk of transmission to others), the reliability of the test (i.e., risk of false positive test results with antigen testing), who will pay for the test (NH DHHS), and how the test will be performed (anterior nares swab or saliva); and

2.13.6.2. How to understand what the results mean, actions to be taken with negative or positive result (isolation while waiting for PCR within 48 hours of antigen test), who will receive the results (NH DHHS), how the results may be used (see SASS Program Guidance), and how the individual will receive follow-up testing from the Contractor, if applicable.

2.13.7. The Contractor will preserve the manner in which samples are pooled and labeled until Pooled Testing Results are reported to the Authorized School and will report Pooled Testing Results and Individual Diagnostics Testing Results, if applicable, to individuals affiliated with the Authorized School as specified herein, and in a manner and duration required by applicable state and federal law.

3. Statement of Work – Pooled Testing

3.1. The Contractor may perform pooled testing at the Authorized School in lieu of individual screening or diagnostic testing, which includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

3.2. If the Contractor is conducting pooled testing, the Contractor shall provide specimen collection materials to the Authorized School when not directly performing specimen collection by the Contractor for Pooled Testing Kits that:

3.2.1. Are able to perform COVID-19 testing with anterior nasal swabs ^{or} saliva samples;

RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 3.2.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
- 3.2.3. May be collected through both observed self-collection and administered specimen collection; and
- 3.2.4. Allow no greater than twenty-five (25) specimens per pool.
- 3.3. Testing shall occur as frequently as every seven (7) days to as little as once a month in accordance with the Safer at School Screening Program.
- 3.4. The Contractor shall:
 - 3.4.1. Deliver Pooled Testing Results to Authorized School Staff within a turnaround time of no more than twenty-four (24) hours upon completion of the pooled test result at the Authorized Processing Laboratory.
 - 3.4.2. Work with Authorized Processing Laboratory and shall make best faith efforts to provide the Ct or "cycle threshold" value of a positive pooled test upon request by Department.

4. Statement of Work – Individual Diagnostics

- 4.1. The Contractor shall run individual diagnostic tests as approved by the Department, directly in accordance with the New Hampshire Safer at School Program guidelines and in follow-up to pooled testing that has a positive result, including individual tests that include, but are not limited to:
 - 4.1.1. RT-PCR tests; and/or
 - 4.1.2. Abbott BinaxNOW tests; and/or
 - 4.1.3. Other rapid antigen tests.
- 4.2. The Contractor shall:
 - 4.2.1. Provide medical directorship.
 - 4.2.2. Order for lab tests.
 - 4.2.3. Oversee testing for COVID-19 active infection using state-supplied rapid antigen tests, when test supplies are available, upon request from the Authorized School.
 - 4.2.4. Provide schools with the test listed in Section 3.1.
 - 4.2.5. Utilize the tests in Section 4.1 for:
 - 4.2.5.1. Following up on positive pools or as individual diagnostic tests.
 - 4.2.5.2. The Contractor may perform additional diagnostic tests as part of this Agreement for symptomatic individuals and close contacts of symptomatic persons or persons with positive COVID-19 test results.

RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 4.2.6. Ensure that all such individual PCR tests provided by the Contractor:
 - 4.2.6.1. Are able to perform COVID-19 testing with anterior nasal swabs or saliva samples;
 - 4.2.6.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
 - 4.2.6.3. May be collected through both observed self-collection and administered specimen collection;
 - 4.2.6.4. Comply with all requirements set forth by the Department regarding diagnostic testing, including a medical provider's order;
 - 4.2.6.5. Are shipped to the Authorized School or location specified by the Authorized School to the attention of the Authorized School's point-of-contact; and
- 4.2.7. Ensure that all individual diagnostic tests results are returned according to the signed consent, and all positive individual diagnostic test results are returned to the individual being tested, or their parent/guardian as appropriate, by the Contractor within a turnaround time of no more than twenty-four (24) hours upon completion of the test by the Authorized Processing Laboratory.
- 4.2.8. Provide the number of antigen tests procured from the Contractor to the Authorized Schools to the Department and to the individual being tested, or their parent/guardian as appropriate.

5. Statement of Work – COVID-19 Testing Results

- 5.1. When notifying the individual receiving the follow up testing, or their parent/guardian as appropriate and allowed by the consent, the Contractor shall provide the staff member and student's parent/guardian pertinent information regarding next steps regarding exclusion from school and isolation/quarantine recommendations as is determined necessary by the Department and the Authorized School.
- 5.2. The Contractor shall attempt to provide test result notification to the person tested and Authorized School with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
- 5.3. The Contractor shall ensure all rapid antigen-based COVID-19 tests (both positive and negative results), including Abbott BinaxNOW tests performed by the Contractor or authorized school personnel under the medical direction of the Contractor are reported via the New Hampshire online test result reporting form available at: <https://forms.nh.gov/EpiInfoWebSurvey/Home/37a7bc1e-69b9-4227-9b36-95d340277229>, or through submission of results daily for multiple patients via a specially formatted file submitted through a secure file transfer using instructions available

at
RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

<https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/rapid-test-reporting-guidance.pdf> or reported to the Department via automatic electronic reporting.

- 5.4. The Contractor shall report all case information with all known data elements for all positive test results (both antigen-based and PCR-based tests) using the New Hampshire Confidential COVID-19 Case Report Form available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf> or reported to the Department via automatic electronic reporting.
- 5.5. The Contractor shall provide all individuals tested who have a positive individual test result with the appropriate quarantine and isolation guidance in accordance with current recommendations from the Department and the United States Centers for Disease Control and Prevention.
- 5.6. If a follow up test to a positive antigen-based test is required per the New Hampshire COVID-19 Safer at School Screening Program, or if an individual follow up test is required based on a positive pooled sample PCR COVID-19 test result, the Contractor shall perform follow up PCR tests with consent of the individual(s) to be tested, and the Contractor shall take all necessary steps to ensure complete and prompt reporting of all follow up test results to the New Hampshire Division of Public Health Services.

6. Exhibits Incorporated

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

7. Reporting Requirements

- 7.1. The Contractor shall submit weekly progress reports to the Department for pooled testing and individual diagnostic tests, that include the following information:
 - 7.1.1. Number of Authorized Schools served by the Contractor;
 - 7.1.2. Number of Pooled and Individual Diagnostics Test Kits sent to Authorized Schools;
 - 7.1.3. Number of swabs per Pooled Test and Individual Diagnostics Test Conducted in total and broken down by school and by students per school and staff per school;

RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 7.1.4. Number of Pooled and Individual Diagnostics Tests processed in total and broken down by school and by students and staff per school;
 - 7.1.5. Number of Pooled and Individual Diagnostics Testing Results by outcome (positive, negative, invalid, or other similar categories) in total and broken down by school and by students and staff per school;
 - 7.1.6. Average Turnaround Time-COVID-19 test completion from time when specimen collection is performed until test result is available to the individual tested;
 - 7.1.7. Number of any known incidents of specimens not arriving at the Authorized Processing Laboratory within 48 hours of specimen collection having been made available by Authorized School; and
 - 7.1.8. Number of antigen tests performed by personnel at Authorized School under the medical directorship of the Contractor.
- 7.2. The Contractor shall report weekly summaries of telephone activity to the Department, including summary reports that include, at a minimum:
- 7.2.1. Number of incoming calls and calls transferred to State of New Hampshire.
 - 7.2.2. Estimated average time to answer.
 - 7.2.3. Maximum wait time.
 - 7.2.4. Log of complaints received and corresponding actions to respond to each complaint, ensuring that the log does not contain any protected health information or personally identifiable information.
 - 7.2.5. Lost call abandonment rate.

8. Performance Measures

- 8.1. The Department will monitor Contractor performance by:
- 8.1.1. Ensuring the Contractor makes best efforts to deploy a testing team on the requested day for specimen collection by the Department or Authorized school.
 - 8.1.2. Provide test result notification to the person tested or their parent/guardian as applicable, Authorized School, and Department with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
 - 8.1.3. Notify staff of Authorized Schools within twenty-four (24) hours if there are delays in lab testing.
 - 8.1.4. Provide a Point of Contact (POC) to the Authorized Schools and notify the Authorized Schools within twenty-four (24) hours prior to a change^{BS} in this POC. RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 8.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.
- 8.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 8.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

9. Grievance Process

- 9.1. The Contractor shall ensure all complaints received from Authorized Schools are processed in the order they are received by severity of the complaint or other similar pre-existing prioritization system. The Contractor shall categorize each complaint as one (1) of four (4) Risk Levels (or by other similar pre-existing prioritization), which include:
 - 9.1.1. **Risk Level 1:** Authorized Schools' students or staff, health, or well-being is in jeopardy. For example, one or more sentinel events, such as bodily injury have occurred. The Contractor shall handle and report complaints within twelve (12) hours of the event to the Department and to the Authorized Schools following relevant response coordination with public safety entities, if required.
 - 9.1.2. **Risk Level 2:** Any issue brought to the Contractor's attention by the Authorized School that involves allegations of discriminatory or egregious actions.
 - 9.1.3. **Risk Level 3:** Any issue brought to the Department's attention by the Authorized School. For example, an issue that involves lack of communication or issues with Contractor's staff.
 - 9.1.4. **Risk Level 4:** The Contractor shall report any other complaints from the Authorized School within twenty-four (24) hours of receiving the reported concern to the Department. For example, if the Contractor has not communicated delays in COVID-19 test reporting within twenty-four (24) hours.
- 9.2. The Contractor shall ensure all complaints received are processed in accordance with the assigned Risk Level specified in Subsection 7.1, above. The Contractor shall:
 - 9.2.1. Send an email directly to the Authorized Schools confirming the receipt of the concern, stating that the concern has been documented and is being researched.
 - 9.2.2. Conduct research and review details by reaching out to the Authorized Schools.
 - 9.2.3. Keep the Department apprised of the progress of the review.

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

9.2.4. Send the research and review completed to the Department for review and approval.

9.2.4.1. If there is dissatisfaction with the initial attempts made by the Contractor to resolve the complaint, the Contractor shall ensure the complaint is escalated within the organization.

9.2.5. All grievances shall be resolved by the Contractor within a month after the appeal is filed. The Department must be appraised of all progress.

9.2.5.1. Continuation of research and documentation of the complaint throughout the process.

9.2.5.2. Share all details and findings with the Department.

9.2.5.3. The Authorized Schools and the Department are notified of the resolution and/or action takes place as a result of the escalation.

9.3. The Contractor shall review all complaints on a monthly basis to ensure complaints have been handled in accordance processes specified in Section 9, above.

10. Background checks

10.1. The Contractor shall ensure all staff and subcontractors providing in-person services under this Agreement at Authorized Schools premises and/or having any direct in-person contact with students and staff of Authorized Schools have undergone a criminal background check, at the Contractor's expense. The Contractor must ensure

10.1.1. That the individual has no history of:

10.1.2. Felony conviction; or

10.1.3. Any misdemeanor conviction involving:

10.1.3.1. Physical or sexual assault;

10.1.3.2. Violence;

10.1.3.3. Exploitation;

10.1.3.4. Child pornography;

10.1.3.5. Threatening or reckless conduct;

10.1.3.6. Theft;

10.1.3.7. Driving under the influence of drugs or alcohol; or

10.1.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served.

RS

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

- 10.1.4. The Contractor shall submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 169-C:35.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

11.2. Credits and Copyright Ownership

- 11.2.1. All documents, notices, press releases, research reports and other materials prepared during or directly resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 11.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.2.3. The Department shall retain copyright ownership for any and all original materials requisitioned under this Agreement, including, but not limited to:
- 11.2.3.1. Brochures.
 - 11.2.3.2. Resource directories.
 - 11.2.3.3. Protocols or guidelines.
 - 11.2.3.4. Posters.
 - 11.2.3.5. Reports.
- 11.2.4. The Contractor shall not reproduce any materials requisitioned under the Agreement without prior written approval from the Department.

12. Records

- 12.1. The Contractor shall keep records that include, but are not limited to:
- 12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program**

EXHIBIT B

or collected by the Contractor.

- 12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 12.1.4. Medical records, including any identifiable information relating to each individuals/recipient of services, and any test results, in accordance with Exhibit I, Exhibit K, and any other State and Federal requirements.
- 12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

Payment Terms

1. This Agreement is funded by 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), as awarded on 04/08/21, by the Centers for Disease Control and Prevention (CDC), CFDA #93.323, FAIN# NU50CK000522 with funds made available under the American Rescue Plan of 2021 [P.L. 117-2].
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Shared Price Limitation**
 - 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$20,000,000 as referenced on block 8 of the General Provisions, Form P-37, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.
 - 3.2. The Department shall notify the Contractor when the shared price limitation has \$10,000,000.
 - 3.3. The Authorized Schools will select a Contractor for the services in this Agreement from a list provided by the Department.
4. **Program Administration and Implementation**
 - 4.1. The Department shall pay the Contractor a one time payment of \$3,000 per Authorized School to the New Hampshire Safer at School Screening (SASS) program for administration and implementation costs as outlined in Exhibit B – Scope of Services - Implementation Section 2.
 - 4.2. If the Department has already paid a Contractor a one time payment of \$3,000, the Contractor will not receive a program and implementation payment of \$3,000 per Authorized School, if the Authorized School is granted permission by the Department to work with a different Contractor as part of the New Hampshire Safer at School Screening (SASS) program.
5. **Pooled Testing** payment shall be as follows:
 - 5.1. \$20 per test kit shipped to Authorized School, as requested by the Authorized schools, ordered in multiples of 40 test kits.
 - 5.2. \$280 per pooled COVID-19 test administered, which is an all-inclusive^{DS} cost that includes the following:

RS

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

- 5.2.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.
 - 5.2.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 5.2.3. Lab processing of samples.
 - 5.2.4. Courier Services.
 - 5.2.5. Return packaging and prepaid shipping labels.
 - 5.2.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 5.2.7. Reporting of results to the Department
 - 5.2.8. USB barcode scanner to register test kits (if required).
 - 5.2.9. All onboarding and training.
 - 5.2.10. Ongoing customer support.
6. **Individual Screening and Diagnostic Tests** testing payment shall be as follows:
- 6.1. \$20 per test kit shipped to Authorized School, as requested by the Authorized schools, ordered in multiples of 40 test kits.
 - 6.2. \$130 per individual COVID-19 test administered including Contractor-supplied antigen-based or PCR-based tests, which is an all-inclusive cost that includes the following:
 - 6.2.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.
 - 6.2.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 6.2.3. Lab processing of samples.
 - 6.2.4. Courier Services.
 - 6.2.5. Return packaging and prepaid shipping labels.
 - 6.2.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 6.2.7. Maintaining a phone number and email address to coordinate testing with Authorized Schools.
 - 6.2.8. Reporting of results to the Department.
 - 6.2.9. USB barcode scanner to register test kits (if required).
 - 6.2.10. All onboarding and training.
 - 6.2.11. Ongoing customer support.


DS
RS

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

- 6.2.12. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
 - 6.2.13. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.
 - 6.2.14. Oversight and ensuring positive results have case report forms reported to the Department.
7. **Medical Directorship and Oversight** of state-supplied rapid antigen to Authorized School for school personnel to conduct COVID-19 testing, related activities shall be reimbursed as follows:
- 7.1. \$30 per individual rapid antigen test administration, which is an all-inclusive cost that includes the following:
 - 7.1.1. Lab orders to conduct the test.
 - 7.1.2. Ensuring CLIA waiver process and applicable rules are followed.
 - 7.1.3. Any pertinent training and oversight of conducting the antigen-based COVID-19 test.
 - 7.1.4. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
 - 7.1.5. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.
 - 7.1.6. Oversight and ensuring positive results have case report forms reported to the Department.
8. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dhhs.nh.gov, or invoices may be mailed to:
- Finance Administrator
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
10. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
11. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

RS

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

12. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
15. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
 - 16.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 16.4. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that 

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT C**

Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

Vendor Name:

5/27/2021

Date

DocuSigned by:

Reshma Shetty
 Name: Reshma Shetty
 Title: President

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name:

5/27/2021

Date

DocuSigned by:

Reshma Shetty
Name: Reshma Shetty
Title: President

Vendor Initials

Date

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RS

5/27/2021

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

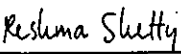
LOWER TIER COVERED TRANSACTIONS

- 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:

5/27/2021

Date

DocuSigned by:

 Name: Reshma Shetty
 Title: President

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 Contractor Initials
 Date 5/27/2021

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

5/27/2021

Date

DocuSigned by:
Reshma Shetty
Name: Reshma Shetty
Title: President

Exhibit G

Contractor Initials

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RS

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

5/27/2021

Date

DocuSigned by:
Reshma Shetty
Name: Reshma Shetty
Title: President

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

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Date 5/27/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials RS

Date 5/27/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

RS

Date 5/27/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services
 The State by:
 Patricia M. Tilley
 Signature of Authorized Representative
 Patricia M. Tilley
 Name of Authorized Representative
 Interim Director
 Title of Authorized Representative
 5/27/2021
 Date

Ginkgo Bioworks, Inc.
 Name of the Contractor
 Reshma Shetty
 Signature of Authorized Representative
 Reshma Shetty
 Name of Authorized Representative
 President
 Title of Authorized Representative
 5/27/2021
 Date



New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

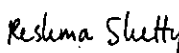
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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


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

Contractor Name:

5/27/2021

Date

DocuSigned by:

 Name: Reshma Shetty
 Title: President

Contractor Initials 
 Date 5/27/2021



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 827811626
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

DS
RS

**AMENDMENT #1 to
COOPERATIVE PROJECT AGREEMENT**
between the

STATE OF NEW HAMPSHIRE, **Department of Health and Human Services**
and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

The Cooperative Project Agreement, approved by the State of New Hampshire Governor on May 24, 2021, and presented to the Executive Council on June 30, 2021 (Informational Item L) for the Project titled "COVID-19 Testing in K-12 Schools," Campus Project Director, Jeffrey Lapak, is and all subsequent properly approved amendments are hereby modified by mutual consent of both parties for the reason(s) described below:

Purpose of Amendment (Choose all applicable items):

- Extend the Project Agreement and Project Period end date.
- Provide additional funding from the State for the Scope of Work under the Cooperative Project Agreement.
- Other:

Therefore, the Cooperative Project Agreement is and/or its subsequent properly approved amendments are amended as follows (Complete only the applicable items):

- Article A. is revised to replace the State Department name of ___ with ___ and/or USNH campus from ___ to ___.
- Article B. is revised to replace the Project End Date of June 30, 2022 with the revised Project End Date of June 30, 2023 , and Exhibit A, article B is revised to replace the Project Period of May 24, 2021 - June 30, 2022 with May 24, 2021– June 30, 2023.
- Article C. is amended to expand Exhibit A by including the proposal titled, "___," dated ___.
- Article D. is amended to change the State Project Administrator to ___
- Article E. is amended to change the State Project Director to ___ and/or the Campus Project Director to ___.
- Article F. is amended to add funds in the amount of **\$5,000,000** and will read:

Total State funds in the amount of **\$25,000,000 Shared Price Limitation** have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.
- Article F. is amended to change the cost share requirement and will read:

Campus will cost-share ___% of total costs during the amended term of this Project Agreement.

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Campus Authorized Official _____

Date 5/31/2022

- Article F. is amended to change the source of Federal funds paid to Campus and will read:

Federal funds paid to Campus under this Project Agreement as amended are from Grant/Contract/Cooperative Agreement No. from Centers for Disease Control and Prevention (CDC), Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) under CFDA# 93.323.. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as revised Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

Article G. is exercised to amend Article(s) of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, as follows:

Article is amended in its entirety to read as follows:
Article is amended in its entirety to read as follows:

Article H. is amended such that:

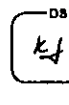
- State has chosen **not to take** possession of equipment purchased under this Project Agreement.
- State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.
- Exhibit A is amended as attached.
- Exhibit B is amended as attached.

All other terms and conditions of the Cooperative Project Agreement remain unchanged.

This Amendment, all previous Amendments, the Cooperative Project Agreement, and the Master Agreement constitute the entire agreement between State and Campus regarding the Cooperative Project Agreement, and supersede and replace any previously existing arrangements, oral and written; further changes herein must be made by written amendment and executed for the parties by their authorized officials.

This Amendment and all obligations of the parties hereunder shall become effective on the date of Governor approval of this Amendment to the Cooperative Project Agreement.

Campus Authorized Official



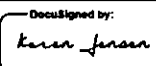
5/31/2022
Date

IN WITNESS WHEREOF, the following parties agree to this **Amendment # 1** to the Cooperative Project Agreement.

**By An Authorized Official of:
University of New Hampshire**

Name: Karen M. Jensen


Title: Director, Pre-Award

Signature and Date:  5/31/2022

**By An Authorized Official of: the New
Hampshire Office of the Attorney General**

Name: Robyn Guarino

Title: Attorney

Signature and Date:  6/1/2022

**By An Authorized Official of:
NH DHHS, Division of Public Health Services**

Name: Patricia Tilley

Title: Director

Signature and Date:  6/1/2022

**By An Authorized Official of: the New
Hampshire Governor & Executive Council**

Title:

Signature and Date:

Campus Authorized Official 
Date 5/31/2022

EXHIBIT A – Amendment # 1

- A. **Project Title:** Safer at Schools Screening Program (SS-2021-DPHS-26-SCHOOL-04-A01)
- B. **Project Period:** May 24, 2021– June 30, 2023.
- C. **Objectives:** See Exhibit A-1 Scope of Services
- D. **Scope of Work:** See Exhibit A-1, Scope of Services; and Exhibit A-2, DHHS Information Security Requirements and Exhibit A-3, Business Associate Agreement).
- A. **Deliverables Schedule:** See Exhibit A-1 Scope of Services
- B. **Budget and Invoicing Instructions:** See Exhibit B-1. Modifications to Exhibit B-1 Payment Terms are as follows:
 - 1. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 3 Shared Price Limitation, Subsection 3,1, to read:
 - 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$25,000,000 as referenced on block 8 of the Cooperative Project Agreement, Section F, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.

Campus Authorized Official



Date 5/31/2022

JUN08'21 AM 11:33 RCVD



Lori A. Shibinette
Commissioner

Patricia M. Tilley
Interim Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

May 25, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, 2021-06, and 2021-08, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** contracts with the Contractors listed below with a shared price limitation not to exceed \$20,000,000 for COVID-19 testing at New Hampshire K-12 schools, effective May 24, 2021, through June 30, 2022. 100% Federal Funds.

Vendor Name	Vendor Code	Contract Amount
ClearChoiceMD, LLC	286284	Shared Price Limitation Total: \$20,000,000
ConvenientMD, LLC	285630	
Ginkgo Bioworks	358157	
University of New Hampshire	177867	

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-2436 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
DEPT OF, HHS: PUBLIC HEALTH DIVISION, BUREAU OF LABORATORY SERVICES, ELC
- REOPENING SCHOOLS - ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
2022	102-500731	Contracts for Prog Svc	90183542	\$10,000,000
			Total	\$20,000,000

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

EXPLANATION

This item is **Sole Source** because the Department, in the interest of the public's health and safety in response to the COVID-19 pandemic, determined the Contractors possess the capacity to immediately stand up a COVID-19 Safer at Schools Screening Program in K-12 schools throughout New Hampshire prior to the end of the school year.

The purpose of this item is for the Contractors to facilitate COVID-19 tests for K-12 students and staff. The Contractor will perform asymptomatic testing using the New Hampshire COVID-19 Safer at School Screening Program guidelines. Participation in COVID-19 testing conducted through this contract is completely optional for any school in New Hampshire, and completely optional for any staff member and student at participating schools. Each school will have the option to choose from each of the four (4) Contractors.

COVID-19 testing will be available to students and staff who have traveled internationally or on a cruise ship, participate in contact sports teams, live at a residential K-12 school, are returning to the school setting from an extended break (e.g. Summer or weeklong school vacations), and are in other congregate educational settings where persons are at higher risk of COVID-19 than the general population.

The number of schools and individuals participating in this program will depend on the trajectory of COVID-19 and how many elect to participate.

The Contractors will facilitate communication with the schools to coordinate COVID-19 testing activities. The COVID-19 testing activities include, but are not limited to, coordinating timing with the schools on number of tests needed, communication and education on the testing available to the staff and students, and consent forms. The Contractors will perform COVID-19 tests by utilizing pooled testing and individual diagnostics. If the results of the pooled testing return positive, the Contractor will complete individual diagnostic testing on all the students and/or staff who were tested in the pooled testing. The Contractors will work with an authorized laboratory to conduct the testing of the COVID-19 specimen and provide results to the school within twenty-four (24) hours upon completion of laboratory testing.

The Department will monitor contracted services to ensure Contractors:

- Use best efforts to deploy a testing team on the same day of request by the Department or authorized school.
- Provide test result notification to the individual tested, authorized school, and Department with consent of the individual tested within twenty-four (24) hours upon completion of the test at the authorized processing laboratory.
- Notify authorized schools' staff within twenty-four (24) hours if there are delays in lab testing.
- Provide a point of contact to the authorized schools and notify the authorized schools within twenty-four (24) hours prior to a change in the point of contact.

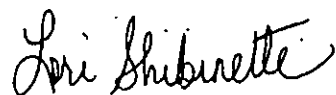
Area served: Statewide

Source of Funds: CFDA #93.323, FAIN# NU50CK000522

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

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

Respectfully submitted,

A handwritten signature in black ink, reading "Lori Shibinette". The signature is written in a cursive style with a large initial "L" and a long, sweeping underline.

Lori A. Shibinette
Commissioner

COOPERATIVE PROJECT AGREEMENT

between the

STATE OF NEW HAMPSHIRE, Department of Health and Human Services

and the

University of New Hampshire of the UNIVERSITY SYSTEM OF NEW HAMPSHIRE

- A. This Cooperative Project Agreement (hereinafter "Project Agreement") is entered into by the State of New Hampshire, Department of Health and Human Services, (hereinafter "State"), and the University System of New Hampshire, acting through University of New Hampshire, (hereinafter "Campus"), for the purpose of undertaking a project of mutual interest. This Cooperative Project shall be carried out under the terms and conditions of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, except as may be modified herein.
- B. This Project Agreement and all obligations of the parties hereunder shall become effective on the date the Governor and Executive Council of the State of New Hampshire approve this Project Agreement ("Effective date") and shall end on 6/30/22. If the provision of services by Campus precedes the Effective date, all services performed by Campus shall be performed at the sole risk of Campus and in the event that this Project Agreement does not become effective, State shall be under no obligation to pay Campus for costs incurred or services performed; however, if this Project Agreement becomes effective, all costs incurred prior to the Effective date that would otherwise be allowable shall be paid under the terms of this Project Agreement.
- C. The work to be performed under the terms of this Project Agreement is described in the proposal identified below and attached to this document as Exhibit A, the content of which is incorporated herein as a part of this Project Agreement.

Project Title: **Safer at Schools Screening Program**

- D. The Following Individuals are designated as Project Administrators. These Project Administrators shall be responsible for the business aspects of this Project Agreement and all invoices, payments, project amendments and related correspondence shall be directed to the individuals so designated.

State Project Administrator

Name: Iain Watt
 Address: 129 Pleasant Street
Concord, NH 03301

Phone: _____

Campus Project Administrator

Name: Karen M. Jensen
 Address: University of New Hampshire
Sponsored Programs Administration
51 College Rd. Rm 116
Durham, NH 03824

Phone: _____

- E. The Following Individuals are designated as Project Directors. These Project Directors shall be responsible for the technical leadership and conduct of the project. All progress reports, completion reports and related correspondence shall be directed to the individuals so designated.

State Project Director

Name: Patricia M Tilley
 Address: 29 Hazen Drive
Concord, NH 03301

Phone: 603-271-4526

Campus Project Director

Name: Jeffrey Lapak
 Address: UNH InterOperability Laboratory &
COVID Lab Operations
21 Madbury Rd, Suite 100
Durham, NH 03824

Phone: 603-862-3643

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F. Total State funds in the amount of \$20,000,000 in a shared price limitation have been allotted and are available for payment of allowable costs incurred under this Project Agreement. State will not reimburse Campus for costs exceeding the amount specified in this paragraph.

Check if applicable

Campus will cost-share _____ % of total costs during the term of this Project Agreement.

Federal funds paid to Campus under this Project Agreement are from Grant/Contract/Cooperative Agreement No. _____ from Centers for Disease Control and Prevention (CDC), Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) under CFDA# 93.323. Federal regulations required to be passed through to Campus as part of this Project Agreement, and in accordance with the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002, are attached to this document as Exhibit B, the content of which is incorporated herein as a part of this Project Agreement.

G. Check if applicable

Article(s) _____ of the Master Agreement for Cooperative Projects between the State of New Hampshire and the University System of New Hampshire dated November 13, 2002 is/are hereby amended to read:

H. State has chosen **not to take** possession of equipment purchased under this Project Agreement.
 State has chosen **to take** possession of equipment purchased under this Project Agreement and will issue instructions for the disposition of such equipment within 90 days of the Project Agreement's end-date. Any expenses incurred by Campus in carrying out State's requested disposition will be fully reimbursed by State.

This Project Agreement and the Master Agreement constitute the entire agreement between State and Campus regarding this Cooperative Project, and supersede and replace any previously existing arrangements, oral or written; all changes herein must be made by written amendment and executed for the parties by their authorized officials.

IN WITNESS WHEREOF, the University System of New Hampshire, acting through the University of New Hampshire and the State of New Hampshire, _____ have executed this Project Agreement.

By An Authorized Official of:
University of New Hampshire

Name: Karen M. Jensen
Title: Director, Pre-Award
Signature and Date: _____ 6/1/2021

By An Authorized Official of: the New Hampshire Office of the Attorney General
Name: Catherine Pinos
Title: _____ Attorney

By An Authorized Official of:
Department of Health and Human Services

Name: Patricia M. Tilley
Title: Interim Director
Signature and Date: _____ 6/1/2021

By An Authorized Official of: the New Hampshire Governor & Executive Council
Name: _____
Title: _____

DocuSigned by:
DocuSign Envelope ID: 27AA7644-1547-4367-840B-31B476E20F2A

Signature and Date:

Signature and Date:

EXHIBIT A

- A. **Project Title:** Safer at Schools Screening Program (SS-2021-DPHS-26-SCHOOL-04)
- B. **Project Period:** Upon Governor approval through June 30, 2022.
- C. **Objectives:** See Exhibit A-1
- D. **Scope of Work:** See Exhibit A-1, Scope of Services; and Exhibit A-2, DHHS Information Security Requirements and Exhibit A-3, Business Associate Agreement).
- E. **Deliverables Schedule:** See Exhibit A-1 Scope of Services
- F. **Budget and Invoicing Instructions:** See Exhibit B-1 Payment Terms

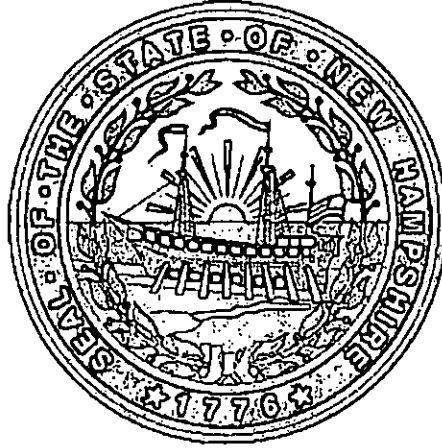
EXHIBIT B

This Project Agreement is funded under a Grant/Contract/Cooperative Agreement to State from the Federal sponsor specified in Project Agreement article F. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between State and Campus, except that wherever such requirements, regulations, provisions and terms and conditions differ for INSTITUTIONS OF HIGHER EDUCATION, the appropriate requirements should be substituted (e.g., OMB Circulars A-21 and A-110, rather than OMB Circulars A-87 and A-102). References to Contractor or Recipient in the Federal language will be taken to mean Campus; references to the Government or Federal Awarding Agency will be taken to mean Government/Federal Awarding Agency or State or both, as appropriate.

Special Federal provisions are listed here: None or

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New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services



Safer at Schools Screening Program Contract

New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services

Definitions

The following terms and acronyms are used throughout the RFQ and shall have the meaning stated in this section, unless the context clearly indicates otherwise.

Authorized School – A public school, private school, charter school, approved special education school, or child care facility that offers kindergarten as authorized by the New Hampshire Department of Education.

Authorized School Staff – The staff at the Authorized School directly involved in the operations of testing Services, which may include but is not limited to school nurses, administrators, teachers, or any school-based health care providers.

Pooled Testing - Includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

Individual Diagnostics – Includes RT-PCR tests, Abbott BinaxNOW tests; or other rapid antigen tests.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

Scope of Services

1. Statement of Work – General Terms

- 1.1. The purpose of this Agreement is for the Contractor to provide services to detect COVID-19 in New Hampshire schools by facilitating asymptomatic testing and symptomatic testing (if applicable), using the New Hampshire COVID -19 Safer at School Screening (SASS) Program guidelines, available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/safer-at-school-screening.pdf>
 - 1.1.1. School participation in COVID-19 testing conducted through this Agreement by the Contractor is completely optional for any school in New Hampshire, and individual testing is completely optional for school staff members and students at participating schools.
 - 1.1.2. The participating or "Authorized Schools" must choose one (1) Contractor from the Department approved list of Contractors.
 - 1.1.3. If the Contractor seeks to terminate their relationship with an Authorized Schools, the Department must approve.
- 1.2. The Contractor shall facilitate COVID-19 tests as outlined in this Agreement for K-12 Schools (herein referred to as "Authorized School(s)" that are located within the State of New Hampshire and are a:
 - 1.2.1. Public School; or
 - 1.2.2. Private School; or
 - 1.2.3. Charter School; or
 - 1.2.4. Approved Special Education School; or
 - 1.2.5. Child Care Facility that offers kindergarten.
- 1.3. The Contractor shall facilitate COVID-19 tests for the following individuals at Authorized Schools:
 - 1.3.1. Students, with authorization from their parent/guardian if under the age of 18; and
 - 1.3.2. All school staff, receiving compensation from the Authorized School, including but not limited to:
 - 1.3.2.1. Teachers.
 - 1.3.2.2. Librarians.
 - 1.3.2.3. Administrators.
 - 1.3.2.4. Nurses.
 - 1.3.2.5. Office Staff.
 - 1.3.2.6. Para educators.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- 1.3.2.7. Custodial staff.
 - 1.3.2.8. Food Services personnel.
 - 1.3.2.9. Bus drivers.
 - 1.3.2.10. Bus monitors.
 - 1.3.2.11. Sports coaches.
 - 1.3.2.12. Other education support professionals.
- 1.4. The Contractor shall facilitate COVID-19 testing for individuals identified in the New Hampshire Safer at School Screening (SASS) Program, including but not limited to:
- 1.4.1. Students or staff who have traveled internationally or on a cruise ship.
 - 1.4.2. Students or staff who participate in contact sports teams.
 - 1.4.3. Students or staff at residential K-12 schools.
 - 1.4.4. Students or staff returning to the school setting from an extended break (e.g. Summer or week-long school vacations).
 - 1.4.5. Other congregate educational settings where persons are at higher risk of contracting COVID-19 than the general population based on NH DHHS epidemiology.
- 1.5. The Contractor shall work with the Authorized Schools to identify personnel to serve as designated point(s) of contact (hereinafter "Authorized School Staff").
- 1.6. The Contractor shall facilitate COVID-19 tests by utilizing the following testing methodologies:
- 1.6.1. Pooled Testing; **OR**
 - 1.6.2. Individual Diagnostics, including antigen-based or PCR-based testing in accordance with the New Hampshire COVID-19 Safer at School Screening (SASS) Program guidelines, as approved by the Department.
- 1.7. The Contractor may perform testing at the request of the Authorized School, for staff and students with appropriate consent.
- 1.7.1. All testing shall be performed at a feasible time of day and day of week agreed upon by the Authorized School.
 - 1.7.2. COVID-19 symptomatic testing shall be performed at the discretion of the Authorized School when the Authorized School has a symptomatic student or staff member.

2. Statement of Work – Implementation

- 2.1. The Contractor shall establish and maintain a dedicated telephone support phone number. The Contractor shall also have a dedicated encrypted email

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**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

address or a secure online form for the New Hampshire Safer at Schools Screening Program to coordinate testing services with the Authorized School Staff, individuals receiving COVID-19 tests who are 18 years and older, and parents/guardians of individuals receiving COVID-19 tests under the age of 18.

- 2.1.1. The Contractor shall provide staff to answer calls and/or email request Monday through Friday, 8AM to 4PM (Eastern Time), excluding holidays, when schools are in session.
- 2.2. The Contractor shall ensure that processes for phone and email systems maintain confidentiality of all Personally Identifiable Information (PII) and protected health information (PHI). If a VoIP phone system is used it shall be HIPAA compliant.
 - 2.2.1. The Contractor shall ensure that all email systems comply with encryption requirements for PHI, as applicable and that DLP is employed. Contractor shall monitor the email system(s) to ensure this requirement is being enforced, to the extent HIPAA is applicable.
- 2.3. The Contractor shall arrange for secure (locked) and confidential transport, documented hand-off (chain-of-custody), and processing of collected paperwork and specimens to a Certified Authorized Processing Laboratory (CLIA) (herein referred to as "Authorized Processing Laboratory"), either via courier or shipping service.
- 2.4. The Contractor shall pay all shipping costs and shipping logistics associated with shipment of test supplies to the Authorized School and secure shipping costs and/or courier services of specimens to an Authorized Processing Laboratory. If applicable, the courier service shall be bonded, licensed and insured. The Contractor shall inform the courier service of its BAA obligations and said courier service shall agree, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements.
- 2.5. If applicable, the Contractor shall provide secure courier service or shipping logistics to arrange for regular delivery of all test kits and required supplies to and from the Authorized School or location specified by the Authorized School sufficient to test all participating individuals at the frequency specified by the Authorized School, in accordance with the New Hampshire COVID-19 Safer at School Screening Program guidelines.
 - 2.5.1. Upon request of the Authorized School, the Contractor shall provide onsite personnel to perform specimen collection at the school.
 - 2.5.2. The Contractor may provide oversight of qualified personnel of the Authorized School to conduct specimen collection or oversee self-collection of specimens for COVID-19 testing if the Authorized School chooses not to have Contractor personnel onsite at the Authorized School or location specified by the Authorized School to perform

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- specimen collection.
- 2.5.3. The Contractor may perform specimen collection and/or antigen-based testing at a non-school location such as an urgent care center location with the appropriate CLIA waived authorization if the Authorized School is in agreement to the specimen collection and/or testing location.
 - 2.5.4. The Contractor shall ensure the collection personnel have successfully completed HIPAA and information security awareness training and demonstrate their understanding of their HIPAA and information security obligations to the data they are collecting.
 - 2.5.5. If delays in shipping or courier service arise, the Contractor shall notify the Authorized School Staff of the issue no more than 24 hours after the Contractor becomes aware of the delay.
- 2.6. The Contractor shall provide Authorized schools the following supplies:
- 2.6.1. Test tubes.
 - 2.6.2. Label printer (if required).
 - 2.6.3. Labels.
 - 2.6.4. All necessary test supplies including, but not limited to, swabs, personal protective equipment, and other supplies (if required for completion of tests).
 - 2.6.5. Any other equipment necessary to label, package, and transfer specimens collected at an Authorized School;
- 2.7. The Contractor shall implement COVID-19 testing activities as outlined in this Agreement for Authorized Schools. The Contractor shall:
- 2.7.1. Provide the Department with a list of the schools that are participating in this program, and will obtain the following information from the schools:
 - 2.7.1.1. School calendars.
 - 2.7.1.2. Number of students participating at each Authorized School.
 - 2.7.1.3. Number of staff participating at each Authorized School.
 - 2.7.1.4. Frequency at which the Authorized School is requesting testing for participating students.
 - 2.7.1.5. Frequency at which the Authorized School is requesting testing for participating staff.
- 2.8. The Contractor shall provide to the Department, upon request, any and all available information on:
- 2.8.1. Total Number of Authorized Schools receiving logistical and support

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- services from the Contractor;
- 2.8.2. Number and type of trainings provided, as described in Section 2.11.;
 - 2.8.3. Estimated average hold time for callers to the support line;
 - 2.8.4. Total number of calls received and handled by the support line;
 - 2.8.5. Number of calls received and handled by call topic; and
 - 2.8.6. Longest hold time for callers to the support line.
- 2.9. The Contractor shall provide the Department with a copy of a one-page overview of the services to be provided under this Agreement for approval. The Contractor shall provide the approved one-page overview to the Authorized Schools, within 3 business days of receipt of the signed Agreement. The one-page overview shall include, but is not limited to:
- 2.9.1. Explanation of testing services.
 - 2.9.2. All Services are voluntary.
 - 2.9.3. The Contractor's Website.
 - 2.9.4. The Contractor's Email or online contact form.
 - 2.9.5. The Contractor's Address.
 - 2.9.6. Phone number.
- 2.10. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges. The Contractor shall not use Google Translate or other free translation "services" unless the translation service has agreed, in writing, to the same restrictions and conditions that apply to the business associate, including PHI data retention requirements and adherence to the DHHS Information Security Requirements (Exhibit K).
- 2.11. **Training:**
- 2.11.1. The Contractor shall provide training to the Authorized School. Training shall include but is not limited to:
 - 2.11.1.1.1. Parent-oriented live Q&A webinars, if applicable.
 - 2.11.1.1.2. Information sheets addressing common questions and concerns about the testing program.
 - 2.11.1.1.3. How-to guides on self-administering testing, if applicable.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

2.11.1.1.4. Specimen collection or oversight of self-collection of specimens for COVID-19 testing, proper waste disposal, and confidentiality.

2.12. Online Portal, Website or Social Media, if applicable:

2.12.1. The Contractor may utilize an online portal, as approved by the Department and in compliance with Exhibit K – DHHS Information Security Requirements, to obtain consent forms from parents/guardians of students that are under 18 years old to consent to the testing, provide notice of mandated reporting, and to inform individuals of their test result. All consent forms, whether hard-copy or electronic, shall include, but not limited to:

2.12.1.1. Authorization of who has access to the test results, which includes:

2.12.1.1.1. Authorized school name and/or

2.12.1.1.2. Parent(s)/guardian(s) name.

2.12.1.2. Where and how the testing records will be maintained.

2.12.1.3. Provide secure user access in a timely manner to any online portals available for the retrieval of test results to all Authorized School Staff designated by the Authorized School.

2.13. Consent:

2.13.1. The Contractor shall ensure that the signed consent form from an individual age 18 or older and from a parent/guardian for individuals under age 18 has been received prior to the COVID-19 test being administered.

2.13.2. The Contractor shall maintain all documentation related to the COVID-19 testing and test results, unless otherwise specified in the consent form.

2.13.3. The Contractor shall maintain all documentation related to the COVID-19 test results and electronic consent forms signed via Contractor's online portal, in addition to paper or PDF consents.

2.13.4. The Contractor shall notify the Authorized School staff, with consent from the individual, of the results of the COVID-19 test.

2.13.5. The Contractor shall develop and use the consent processes approved by the Department to obtain consent from staff members of the Authorized School and from parents/guardians

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

of individuals under age 18 to participate in COVID-19 testing. If the Contractor wants to amend any portion of the consent forms, such amendments must be approved by Department prior to distribution to Authorized Schools.

2.13.6. Individuals may elect not to participate in testing at any time. Individuals who elect to participate in testing must receive clear information on the following.

2.13.6.1. The type and name of the test they receive, (i.e., RT-PCR or antigen test such as Abbott BinaxNOW), the purpose of the test (to identify SARS-CoV-2 infection among members of the organization to reduce risk of transmission to others), the reliability of the test (i.e., risk of false positive test results with antigen testing), who will pay for the test (NH DHHS), and how the test will be performed (anterior nares swab or saliva); and

2.13.6.2. How to understand what the results mean, actions to be taken with negative or positive result (isolation while waiting for PCR within 48 hours of antigen test), who will receive the results (NH DHHS), how the results may be used (see SASS Program Guidance), and how the individual will receive follow-up testing from the Contractor, if applicable.

2.13.7. The Contractor will preserve the manner in which samples are pooled and labeled until Pooled Testing Results are reported to the Authorized School and will report Pooled Testing Results and Individual Diagnostics Testing Results, if applicable, to individuals affiliated with the Authorized School as specified herein, and in a manner and duration required by applicable state and federal law.

3. Statement of Work – Pooled Testing

3.1. The Contractor may perform pooled testing at the Authorized School in lieu of individual screening or diagnostic testing, which includes mixing numerous samples into a "batch" or "pool," and then testing the sample with PCR tests or another molecular test with greater than 95 percent sensitivity and greater than 95 percent specificity (or alternative measure(s) of accuracy agreed to in writing by the Department) to detect COVID-19.

3.2. If the Contractor is conducting pooled testing, the Contractor shall provide specimen collection materials to the Authorized School when not directly performing specimen collection by the Contractor for Pooled Testing Kits that:

3.2.1. Are able to perform COVID-19 testing with anterior nasal swabs or saliva samples;

KJ

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- 3.2.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
- 3.2.3. May be collected through both observed self-collection and administered specimen collection; and
- 3.2.4. Allow no greater than twenty-five (25) specimens per pool.
- 3.3. Testing shall occur as frequently as every seven (7) days to as little as once a month in accordance with the Safer at School Screening Program.
- 3.4. The Contractor shall:
 - 3.4.1. Deliver Pooled Testing Results to Authorized School Staff within a turnaround time of no more than twenty-four (24) hours upon completion of the pooled test result at the Authorized Processing Laboratory.
 - 3.4.2. Work with Authorized Processing Laboratory and shall make best faith efforts to provide the Ct or "cycle threshold" value of a positive pooled test upon request by Department.

4. Statement of Work – Individual Diagnostics

- 4.1. The Contractor shall run individual diagnostic tests as approved by the Department, directly in accordance with the New Hampshire Safer at School Program guidelines and in follow-up to pooled testing that has a positive result, including individual tests that include, but are not limited to:
 - 4.1.1. RT-PCR tests; and/or
 - 4.1.2. Abbott BinaxNOW tests; and/or
 - 4.1.3. Other rapid antigen tests.
- 4.2. The Contractor shall:
 - 4.2.1. Provide medical directorship.
 - 4.2.2. Order for lab tests.
 - 4.2.3. Oversee testing for COVID-19 active infection using state-supplied rapid antigen tests, when test supplies are available, upon request from the Authorized School.
 - 4.2.4. Provide schools with the test listed in Section 3.1.
 - 4.2.5. Utilize the tests in Section 4.1 for:
 - 4.2.5.1. Following up on positive pools or as individual diagnostic tests.
 - 4.2.5.2. The Contractor may perform additional diagnostic tests as part of this Agreement for symptomatic individuals and close contacts of symptomatic persons or persons with positive COVID-19 test results.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- 4.2.6. Ensure that all such individual PCR tests provided by the Contractor:
 - 4.2.6.1. Are able to perform COVID-19 testing with anterior nasal swabs or saliva samples;
 - 4.2.6.2. Are compatible with the laboratory tests run by the Authorized Processing Laboratory;
 - 4.2.6.3. May be collected through both observed self-collection and administered specimen collection;
 - 4.2.6.4. Comply with all requirements set forth by the Department regarding diagnostic testing, including a medical provider's order;
 - 4.2.6.5. Are shipped to the Authorized School or location specified by the Authorized School to the attention of the Authorized School's point-of-contact; and
- 4.2.7. Ensure that all individual diagnostic tests results are returned according to the signed consent, and all positive individual diagnostic test results are returned to the individual being tested, or their parent/guardian as appropriate, by the Contractor within a turnaround time of no more than twenty-four (24) hours upon completion of the test by the Authorized Processing Laboratory.
- 4.2.8. Provide the number of antigen tests procured from the Contractor to the Authorized Schools to the Department and to the individual being tested, or their parent/guardian as appropriate.

5. Statement of Work – COVID-19 Testing Results

- 5.1. When notifying the individual receiving the follow up testing, or their parent/guardian as appropriate and allowed by the consent, the Contractor shall provide the staff member and student's parent/guardian pertinent information regarding next steps regarding exclusion from school and isolation/quarantine recommendations as is determined necessary by the Department and the Authorized School.
- 5.2. The Contractor shall attempt to provide test result notification to the person tested and Authorized School with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
- 5.3. The Contractor shall ensure all rapid antigen-based COVID-19 tests (both positive and negative results), including Abbott BinaxNOW tests performed by the Contractor or authorized school personnel under the medical direction of the Contractor are reported via the New Hampshire online test result reporting form available at: <https://forms.nh.gov/EpiInfoWebSurvey/Home/37a7bc1e-69b9-4227-9b36-95d340277229>, or through submission of results daily for multiple patients via a specially formatted file submitted through a secure file transfer using instructions available ^{ds} at:

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

<https://www.dhhs.nh.gov/dphs/cdcs/covid19/documents/rapid-test-reporting-guidance.pdf> or reported to the Department via automatic electronic reporting.

- 5.4. The Contractor shall report all case information with all known data elements for all positive test results (both antigen-based and PCR-based tests) using the New Hampshire Confidential COVID-19 Case Report Form available at: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf> or reported to the Department via automatic electronic reporting.
- 5.5. The Contractor shall provide all individuals tested who have a positive individual test result with the appropriate quarantine and isolation guidance in accordance with current recommendations from the Department and the United States Centers for Disease Control and Prevention.
- 5.6. If a follow up test to a positive antigen-based test is required per the New Hampshire COVID-19 Safer at School Screening Program, or if an individual follow up test is required based on a positive pooled sample PCR COVID-19 test result, the Contractor shall perform follow up PCR tests with consent of the individual(s) to be tested, and the Contractor shall take all necessary steps to ensure complete and prompt reporting of all follow up test results to the New Hampshire Division of Public Health Services.

6. Exhibits Incorporated

- 6.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit A-2, Business Associate Agreement, which has been executed by the parties.
- 6.2. The Contractor shall manage all confidential data related to this Agreement in accordance with the terms of Exhibit A-3, DHHS Information Security Requirements.

7. Reporting Requirements

- 7.1. The Contractor shall submit weekly progress reports to the Department for pooled testing and individual diagnostic tests, that include the following information:
 - 7.1.1. Number of Authorized Schools served by the Contractor;
 - 7.1.2. Number of Pooled and Individual Diagnostics Test Kits sent to Authorized Schools;
 - 7.1.3. Number of swabs per Pooled Test and Individual Diagnostics Test Conducted in total and broken down by school and by students per school and staff per school;
 - 7.1.4. Number of Pooled and Individual Diagnostics Tests processed in total

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- and broken down by school and by students and staff per school;
- 7.1.5. Number of Pooled and Individual Diagnostics Testing Results by outcome (positive, negative, invalid, or other similar categories) in total and broken down by school and by students and staff per school;
- 7.1.6. Average Turnaround Time COVID-19 test completion from time when specimen collection is performed until test result is available to the individual tested;
- 7.1.7. Number of any known incidents of specimens not arriving at the Authorized Processing Laboratory within 48 hours of specimen collection having been made available by Authorized School; and
- 7.1.8. Number of antigen tests performed by personnel at Authorized School under the medical directorship of the Contractor.
- 7.2. The Contractor shall report weekly summaries of telephone activity to the Department, including summary reports that include, at a minimum:
 - 7.2.1. Number of incoming calls and calls transferred to State of New Hampshire.
 - 7.2.2. Estimated average time to answer.
 - 7.2.3. Maximum wait time.
 - 7.2.4. Log of complaints received and corresponding actions to respond to each complaint, ensuring that the log does not contain any protected health information or personally identifiable information.
 - 7.2.5. Lost call abandonment rate.

8. Performance Measures

- 8.1. The Department will monitor Contractor performance by:
 - 8.1.1. Ensuring the Contractors ability to deploy a testing team on the same day of the request by the Department or Authorized school.
 - 8.1.2. Provide test result notification to the person tested or their parent/guardian as applicable, Authorized School, and Department with consent of the person tested within 24 hours upon completion of the tests at the Authorized Processing Laboratory.
 - 8.1.3. Notify staff of Authorized Schools within twenty-four (24) hours if there are delays in lab testing.
 - 8.1.4. Provide a Point of Contact (POC) to the Authorized Schools and notify the Authorized Schools within twenty-four (24) hours prior to a change in this POC.

- 8.2. The Contractor shall actively and regularly collaborate with the Department to

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

- 8.3. The Contractor may be required to provide other key data and metrics to the Department, including client-level demographic, performance, and service data.
- 8.4. Where applicable, the Contractor shall collect and share data with the Department in a format specified by the Department.

9. Grievance Process

9.1. The Contractor shall ensure all complaints received from Authorized Schools are processed in the order they are received by severity of the complaint. The Contractor shall categorize each complaint as one (1) of four (4) Risk Levels, which include:

- 9.1.1. **Risk Level 1:** Authorized Schools' students or staff, health, or well-being is in jeopardy. For example, one or more sentinel events, such as bodily injury have occurred. The Contractor shall handle and report complaints within twelve (12) hours of the event to the Department and to the Authorized Schools following relevant response coordination with public safety entities, if required.
- 9.1.2. **Risk Level 2:** Any issue brought to the Contractor's attention by the Authorized School that involves allegations of discriminatory or egregious actions.
- 9.1.3. **Risk Level 3:** Any issue brought to the Department's attention by the Authorized School. For example, an issue that involves lack of communication or issues with Contractor's staff.
- 9.1.4. **Risk Level 4:** The Contractor shall report any other complaints from the Authorized School within twenty-four (24) hours of receiving the reported concern to the Department. For example, if the Contractor has not communicated delays in COVID-19 test reporting within twenty-four (24) hours.

9.2. The Contractor shall ensure all complaints received are processed in accordance with the assigned Risk Level specified in Subsection 7.1, above. The Contractor shall:

- 9.2.1. Send an email directly to the Authorized Schools confirming the receipt of the concern, stating that the concern has been documented and is being researched.
- 9.2.2. Conduct research and review details by reaching out to the Authorized Schools.
- 9.2.3. Keep the Department apprised of the progress of the review.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- 9.2.4. Send the research and review completed to the Department for review and approval.
 - 9.2.4.1. If there is dissatisfaction with the initial attempts made by the Contractor to resolve the complaint, the Contractor shall ensure the complaint is escalated within the organization.
- 9.2.5. All grievances shall be resolved by the Contractor within a month after the appeal is filed. The Department must be appraised of all progress.
 - 9.2.5.1. Continuation of research and documentation of the complaint throughout the process.
 - 9.2.5.2. Share all details and findings with the Department.
 - 9.2.5.3. The Authorized Schools and the Department are notified of the resolution and/or action takes place as a result of the escalation.
- 9.3. The Contractor shall review all complaints on a monthly basis to ensure complaints have been handled in accordance processes specified in Section 9, above.

10. Background checks

- 10.1. The Contractor shall ensure all staff and subcontractors providing in-person services under this Agreement at Authorized Schools premises and/or having any direct in-person contact with students and staff of Authorized Schools have undergone a criminal background check, at the Contractor's expense. The Contractor must ensure
 - 10.1.1. That the individual has no history of:
 - 10.1.2. Felony conviction; or
 - 10.1.3. Any misdemeanor conviction involving:
 - 10.1.3.1. Physical or sexual assault;
 - 10.1.3.2. Violence;
 - 10.1.3.3. Exploitation;
 - 10.1.3.4. Child pornography;
 - 10.1.3.5. Threatening or reckless conduct;
 - 10.1.3.6. Theft;
 - 10.1.3.7. Driving under the influence of drugs or alcohol; or
 - 10.1.3.8. Any other conduct that represents evidence of behavior that could endanger the well-being of any individual served.

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

- 10.1.4. The Contractor shall submit the person's name for review against the bureau of elderly and adult services (BEAS) state registry maintained pursuant to RSA 169-C:35.

11. Additional Terms

11.1. Impacts Resulting from Court Orders or Legislative Changes

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

11.2. Credits and Copyright Ownership

- 11.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."
- 11.2.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 11.2.3. The Department shall retain copyright ownership for any and all original materials requisitioned under this Agreement, including, but not limited to:
- 11.2.3.1. Brochures.
 - 11.2.3.2. Resource directories.
 - 11.2.3.3. Protocols or guidelines.
 - 11.2.3.4. Posters.
 - 11.2.3.5. Reports.
- 11.2.4. The Contractor shall not reproduce any materials requisitioned under the Agreement without prior written approval from the Department.

12. Records

- 12.1. The Contractor shall keep records that include, but are not limited to:
- 12.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received

**New Hampshire Department of Health and Human Services
Safer at Schools Screening Program
EXHIBIT A-1 Scope of Services**

or collected by the Contractor.

- 12.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 12.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.
- 12.1.4. Medical records, including any identifiable information relating to each individuals/recipient of services, and any test results, in accordance with Exhibit I, Exhibit K, and any other State and Federal requirements.
- 12.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.



New Hampshire Department of Health and Human Services Exhibit A-2

STANDARD EXHIBIT I

The Contractor identified as "University of New Hampshire" in Section A 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 Department of Health and Human Services.

Project Title:
Project Period:

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
b. "Breach Notification Rule" shall mean the provisions of the Notification in the Case of Breach of Unsecured Protected Health Information at 45 CFR Part 164, Subpart D, and amendments thereto.
c. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
d. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
e. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
f. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
g. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
h. "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.
i. "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.
j. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

New Hampshire Department of Health and Human
Services Exhibit A-2



- k. "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.
- l. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- m. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- n. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- o. "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.
- p. "Unsecured Protected Health Information" shall have the same meaning given such term in section 164.402 of Title 45, Code of Federal Regulations.
- q. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45.C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate, and its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement (including this Exhibit) 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 45 CFR 164.410, of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. If Covered Entity does not object to

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New Hampshire Department of Health and Human
Services Exhibit A-2



such disclosure within five (5) business days of Business Associate's notification, then Business Associate may choose to disclose this information or object as Business Associate deems appropriate.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the NH DHHS Information Security via the email address provided in Exhibit K- Information Security Requirements of this Contract, of any Incidents or Breaches immediately after the Business Associate has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
- b. The Business Associate shall promptly perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to, the following information, to the extent it is known by the Business Associate:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to whom the disclosure was made;
 - Whether the protected health information was actually acquired or viewed
 - The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment without unreasonable delay and in no case later than two (2) business days of discovery of the breach and after completion, immediately report the findings of the risk assessment in writing to the Covered Entity.

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

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**New Hampshire Department of Health and Human
Services Exhibit A-2**



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

(4) Obligations of Covered Entity

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New Hampshire Department of Health and Human
Services Exhibit A-2



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

(5) **Termination for Cause**

In addition to Paragraph #14 of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act, as codified at 45 CFR Parts 160 and 164 and as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, including this Exhibit, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity under the Agreement.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement or this Exhibit shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of this Exhibit in section (3)(l), and the defense

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New Hampshire Department of Health and Human Services Exhibit A-2



and indemnification provisions of section (3) and Paragraph #14 of the Agreement shall survive the termination of the Agreement.

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

Department of Health and Human Services

The State

Patricia M. Tilley

Signature of Authorized Representative

Patricia M. Tilley

Authorized Representative

Interim Director

Title of Authorized Representative

6/1/2021

Date

University of New Hampshire

Karen Jensen

Signature of Authorized Representative

Karen Jensen

Authorized Representative

Director, Pre-Award

Title of Authorized Representative

6/1/2021

Date

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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



A. Definitions

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

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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**New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements**



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. Comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



- e. Limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

The Contractor must notify the NH DHHS Information Security via the email address provided in this Exhibit, of any Security Incidents and Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

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

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
- 5. Determine whether Breach notification is required, and, if so, identify appropriate

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New Hampshire Department of Health and Human
Services Exhibit A-3
DHHS Information Security Requirements



Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

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

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT B-1**

Payment Terms

1. This Agreement is funded by 100% Federal Funds from the Centers for Disease Control and Prevention (CDC), Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), as awarded on 04/08/21, by the Centers for Disease Control and Prevention (CDC), CFDA #93.323, FAIN# NU50CK000522 with funds made available under the American Rescue Plan of 2021 [P.L. 117-2].
2. For the purposes of this Agreement:
 - 2.1. The Department has identified the Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Shared Price Limitation**
 - 3.1. The Contractor acknowledges that this is a fee-for-service Agreement with an aggregate price limitation of \$20,000,000 as referenced on block 8 of the Cooperative Project Agreement, Section F, which is applicable to multiple Contractors, and that no funds will be paid to the Contractor once the price limitation is reached.
 - 3.2. The Department shall notify the Contractor when the shared price limitation has \$5,000,000.
 - 3.3. The Authorized Schools will select a Contractor for the services in this Agreement from a list provided by the Department.
4. **Program Administration and Implementation**
 - 4.1. The Department shall pay the Contractor a one time payment of \$3,000 per Authorized School to the New Hampshire Safer at School Screening (SASS) program for administration and implementation costs as outlined in Exhibit A-1 – Scope of Services - Implementation Section 2.
 - 4.2. If the Department has already paid a Contractor a one time payment of \$3,000, the Contractor will not receive a program and implementation payment of \$3,000 per Authorized School, if the Authorized School is granted permission by the Department to work with a different Contractor as part of the New Hampshire Safer at School Screening (SASS) program.
5. **Pooled Testing** payment shall be as follows:
 - 5.1. \$20 per test kit shipped to Authorized School, as requested by the Authorized schools, ordered in multiples of 40 test kits.
 - 5.2. \$280 per pooled COVID-19 test administered, which is an all-inclusive cost that includes the following:

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT B-1**

- 5.2.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.
 - 5.2.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 5.2.3. Lab processing of samples.
 - 5.2.4. Courier Services.
 - 5.2.5. Return packaging and prepaid shipping labels.
 - 5.2.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 5.2.7. Reporting of results to the Department
 - 5.2.8. USB barcode scanner to register test kits (if required).
 - 5.2.9. All onboarding and training.
 - 5.2.10. Ongoing customer support.
6. **Individual Screening and Diagnostic Tests** testing payment shall be as follows:
- 6.1. \$20 per test kit shipped to Authorized School, as requested by the Authorized schools, ordered in multiples of 40 test kits.
 - 6.2. \$130 per individual COVID-19 test administered including Contractor-supplied antigen-based or PCR-based tests, which is an all-inclusive cost that includes the following:
 - 6.2.1. Onsite Specimen Collection by Contractor staff if requested by the Authorized School.
 - 6.2.2. Test kits (pre-barcoded) and individually packaged swabs.
 - 6.2.3. Lab processing of samples.
 - 6.2.4. Courier Services.
 - 6.2.5. Return packaging and prepaid shipping labels.
 - 6.2.6. Creation and collection of consents, register tests, and providing results to patients and Authorized Schools.
 - 6.2.7. Maintaining a phone number and email address to coordinate testing with Authorized Schools.
 - 6.2.8. Reporting of results to the Department.
 - 6.2.9. USB barcode scanner to register test kits (if required).
 - 6.2.10. All onboarding and training.
 - 6.2.11. Ongoing customer support.

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT B-1**

- 6.2.12. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
- 6.2.13. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.
- 6.2.14. Oversight and ensuring positive results have case report forms reported to the Department.
7. **Medical Directorship and Oversight** of state-supplied rapid antigen to Authorized School for school personnel to conduct COVID-19 testing, related activities shall be reimbursed as follows:
 - 7.1. \$30 per individual rapid antigen test administration, which is an all-inclusive cost that includes the following:
 - 7.1.1. Lab orders to conduct the test.
 - 7.1.2. Ensuring CLIA waiver process and applicable rules are followed.
 - 7.1.3. Any pertinent training and oversight of conducting the antigen-based COVID-19 test.
 - 7.1.4. Oversight and ensuring reporting of all antigen-based tests are reported to the Department.
 - 7.1.5. Oversight and ensuring persons with positive test results receive information about appropriate quarantine and isolation.
 - 7.1.6. Oversight and ensuring positive results have case report forms reported to the Department.
8. The Contractor shall submit an invoice in a form satisfactory to the Department by the fifteenth (15th) working day of the following month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
9. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to DPHSContractBilling@dohhs.nh.gov, or invoices may be mailed to:

Finance Administrator
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
10. The Department shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice.
11. The final invoice shall be due to the Department no later than forty (40) days after the contract completion date specified in the Cooperative Project Agreement, Section B.

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**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT B-1**

12. The Contractor must provide the services in Exhibit A-1, Scope of Services, in compliance with funding requirements.
13. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit A-1, Scope of Services.
14. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
15. Notwithstanding Cooperative Project Agreement, Section F, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
16. Audits
 - 16.1. The Contractor must email an annual audit to melissa.s.morin@dhhs.nh.gov if any of the following conditions exist:
 - 16.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
 - 16.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
 - 16.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
 - 16.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
 - 16.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
 - 16.4. 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.

**New Hampshire Department of Health and Human Services
New Hampshire Safer at School Screening (SASS) Program
EXHIBIT B-1**

and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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