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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
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

December 2, 2020

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 a **Sole Source** contract amendment with John Hopkins University Applied Physics Laboratory (VC#311878-B001), for maintenance and support of the Early Notification of Community-based Epidemics (ESSENCE) system, by increasing the price limitation by $22,179 from $55,237 to $77,416 and by extending the completion date from March 11, 2021 to March 10, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on March 11, 2020, item #16.

Funds are available in the following accounts for State Fiscal Year 2021, 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.

05-95-90-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, OPIOID SURVEILLANCE

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90050401	$35,237	$0	$35,237
2021	102-500731	Contracts for Prog Svc	90050401	$0	$22,179	$22,179
			Subtotal	***$35,237***	***$22,179***	***$57,416***

05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90183503	$10,000	$0	$10,000
2021	102-500731	Contracts for Prog Svc	90183503	$10,000	$0	$10,000
			Subtotal	***$20,000***	***$0***	***$20,000***
			Total	**$55,237**	**$22,179**	**$77,416**

EXPLANATION

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be labelled as sole source. John Hopkins University Applied Physics Laboratory created and maintains the Early Notification of Community-based Epidemics (ESSENCE) system. This system has been recognized by the Centers for Disease Control and Prevention to analyze health data to identify potential public health threats and to report to the National Syndromic Surveillance Program (NSSP) for national and regional situational awareness.

The purpose of this request is for continued maintenance and support of the Early Notification of Community-based Epidemics system. The Department monitors health data in real-time or near real-time from hospitals to detect outbreaks of diseases and to monitor for other potential public health threats. The system reviews trend analysis to establish a baseline and then uses algorithms to compare the current data to that baseline and then issues alerts when aberrations are detected. This analysis provides situational awareness to track emergency conditions such as with COVID-19, opioid misuse, and heat and cold-related illness.

The Department will monitor contracted services using the following performance measures by reviewing the quality of the data to ensure it meets Public Health requirements, and by improving classification of chief complaints, analysis, and reporting of the data.

As referenced in Addendum to Software License Section 2, Terms of Addendum of the original contract, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the one (1) years available.

Should the Governor and Council not authorize this request the Department will not have the ability to conduct data analysis in real-time to identify potential public health threats and to report this data to the National Syndromic Surveillance Program for national and regional situational awareness.

Area served: Statewide

Source of Funds: CFDA# 93.136, FAIN#NU17CE924984

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

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

Denis Goulet
Commissioner

December 10, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Johns Hopkins University Applied Physics Laboratory as described below and referenced as DoIT No. 2018-120A.

This is a request for approval to enter into a contract amendment for continued support and maintenance of the Electronic Surveillance System for Early Notification of Community based Epidemics (ESSENCE) software. This system provides real-time data from all 26 acute care hospital emergency departments (ED) in the state to identify and monitor potential public health threats. The ESSENCE software is used extensively by the federal Centers for Disease Control and Prevention and other public health agencies nationally.

The funding amount for this amendment is $22,179, increasing the current contract from $55,237 to $77,416 and by extending the completion date to March 10, 2022 from the original completion date of March 11, 2021. This amendment shall become effective upon Governor and Executive Council approval through March 10, 2022.

A copy of this letter should accompany your Agency's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/kaf/
DoIT #2018-120A

cc: Mike Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Addendum #SS-2018-120
Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE)

Amendment #1

This 1st Amendment to the Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) Addendum (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Johns Hopkins University Applied Physics Laboratory, LLC. (hereinafter referred to as "the JHU/APL"), a Maryland Limited liability company with a place of business at 11100 Johns Hopkins Road, Laurel, MD 20723.

WHEREAS, pursuant to an agreement (the "Addendum") approved by the Governor and Executive Council on March 11, 2020, JHU/APL agreed to perform certain services based upon the terms and conditions specified in the Addendum and in consideration of certain sums specified; and

WHEREAS, pursuant to Addendum to Part 10 Changes, the Addendum 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 Addendum and set forth herein, the parties hereto agree to amend as follows:

1. Modify Addendum, Part 2 Term of Addendum, to read:

   This Addendum shall remain in effect for the period commencing upon New Hampshire Governor & Executive Council approval with an end date of March 10, 2022.

2. Modify Addendum, Part 3 Pricing Arrangement, to read:

   Cost-Plus-Fixed-Fee, Level of Effort (Term) Price Limitation: $77,416

   JHU/APL shall complete all work remotely.

3. Modify Addendum to ESSENCE Software License, Part 4 Level of Effort, Estimated Cost and Fixed Fee, to read:

Total Level of Effort	#396.1 Hours	
Fixed Fee:	$4,680	
Estimated Cost	$72,736	
Total Estimated Cost and Fixed Fee		$77,416

4. Modify Addendum, Part 7 Price Limitation, to read:

   In no event shall the total price limitation for the Addendum exceed $77,416, unless amended in writing and approved by the State of New Hampshire Governor and Executive Council.

All terms and conditions of the Addendum not inconsistent with this Amendment #1 remain in full force and effect. This Amendment shall be effective upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

11/25/2020
Date

Name: Lisa Morris
Title: Director, NH Division of Public Health Services

Johns Hopkins University Applied Physics Laboratory

November 25, 2020
Date

Jennifer C Horbey Digitally signed by Jennifer C Horbey Date: 2020.11.25 14:22:12 -05'00'

Name: Jennifer Horbey
Title: Sr. Contracts Manager

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

OFFICE OF THE ATTORNEY GENERAL

12/11/20
Date

Catherine Pinos
Name:
Title: Catherine Pinos, 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:

NEW HAMPSHIRE
DEPARTMENT OF STATE

SECRETARY OF STATE
WILLIAM M. GARDNER

Back to Home

usiness Information

Business Details

Business Name: THE JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC

Business ID: 621063

Business Type: Foreign Limited Liability Company

Business Status: Good Standing

Business Creation Date: 10/20/2009

Name in State of Formation: THE JOHNS HOPKINS UNIVERSITY APPLIED PHYSICS LABORATORY LLC

Date of Formation in Jurisdiction: 10/20/2009

Principal Office Address: 11100 Johns Hopkins Road,MS 7-127, Laurel, MD, 20723 - 6099, USA

Mailing Address: 11100 Johns Hopkins Road,MS 7-127, Laurel, MD, 20723 - 6099, USA

Citizenship / State of Formation: Foreign/Maryland

Last Annual Report Year: 2020

Next Report Year: 2021

Duration: Perpetual

Business Email: CLS-CTARMSevidence@wolterskluwer.com

Phone #: 443-778-5634

Notification Email: NONE

Fiscal Year End Date: NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / To be operated exclusively for charitable, scientific and educational purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any subsequent US internal revenue laws.	

Page 1 of 1, records 1 to 1 of 1

JOHNS HOPKINS
APPLIED PHYSICS LABORATORY

Director's Office

CLO-2017-001
January 25, 2017

To: Distribution

From: R. D. Semmel

Subject: Delegation of Signature Authority

Reference: CLO-2016-001, "Delegation of Signature Authority," January 11, 2016

Effective January 11, 2017, the Reference is superseded by the following delegations of signature authority in accordance with my authority as an Officer of The Johns Hopkins University under the By-Laws of the Board of Trustees as revised October 26, 2009, and of The Johns Hopkins University Applied Physics Laboratory LLC under the Operating Agreement entered March 2, 2009.

I hereby delegate, in my absence, full signature authorities vested in myself as Director of the Applied Physics Laboratory to the Director's Office Chief of Staff. The Chief of Staff will be acting in my stead to sign all contractual agreements, procurement agreements, spending authorizations, and other actions appropriate for the Laboratory. Whenever such documents exceed $1,000,000 in dollar value, a copy of the signature page of any such document signed on my behalf will be provided to me. This authority may not be re-delegated to any other staff member.

The following individuals are delegated signature authority for spending authorizations, contractual agreements, and procurement agreements to the dollar limits specified:

Spending Authorizations

Limit	Title
Unlimited	Director of APL
$10,000,000	Assistant Director, Programs
$10,000,000	Assistant Director, Science and Technology
$10,000,000	Assistant Director, Policy & Analysis
$10,000,000	Chief of Staff, Director's Office
$10,000,000	Head, Business and Communication Services Department
$5,000,000	Sector and Department Heads
$1,000,000	Mission Area, Managing and Operations Executives

Assistant Directors, Sector Heads, and Department Heads may also delegate signature authority for spending authorizations at their discretion to additional staff members up to a maximum of $500,000 as appropriate for their job responsibilities and demonstrated capabilities.

Major Prime Omnibus Contracts and All Other Contractual Agreements:

Limit	Title
Unlimited	Director of APL

All Other Contractual Agreements:

Limit	Title
Unlimited	Assistant Director, Programs
Unlimited	Chief of Staff, Director's Office
$10,000,000	Head, Business and Communication Services Department

Task Order and Contract/Task Order Modifications:

Limit	Title
Unlimited	Head, Business and Communication Services Department
Unlimited	Supervisor, Contracts Administration Group
Unlimited	Supervisor, Contracts Administration Section

Procurement Agreements:

Limit	Title
Unlimited	Director of APL
$10,000,000	Assistant Director, Programs
$10,000,000	Assistant Director, Science and Technology
$10,000,000	Assistant Director, Policy & Analysis
$10,000,000	Chief of Staff, Director's Office
$10,000,000	Head, Business and Communications Services Department
$1,000,000	Supervisor, Subcontract Group
$1,000,000	Supervisor, Purchasing Group

Additionally, the Department Head of BCSD may delegate signature authority to additional members of the Purchasing and Subcontracts Groups up to $500,000 for section supervisors and up to $250,000 for all other staff members as appropriate for their job responsibilities and demonstrated capabilities.

All contractual agreements, task orders, contract/task order modifications and procurement agreements shall be executed pursuant to properly approved APL proposals and in accordance with the policies of the Applied Physics Laboratory. These delegations of authority are effective January 25, 2017 and shall remain in effect until revoked in writing.

Distribution:

Executive Council
Operations Forum
Management Forum
Mission Area Forum
S. L. Gettmann
L. S. Thompson
J. M. McCormick
J. S. Johnson
V. A. Combs
J. R. Ruth

JOHNS HOPKINS
UNIVERSITY

Board of Trustees
Suite 240 Garland Hall / 3400 N. Charles Street
Baltimore MD 21218-2691
410-516-8132 / FAX 410-516-5254

I HEREBY CERTIFY that the following is a true copy of §14 of the minutes of the Board of Trustees of The Johns Hopkins University, for its meeting held on Monday, October 15, 2001.

As witness thereto, I set my hand, as Assistant Secretary of the Board of Trustees, and the Seal of the Corporation, this 26th day of November, 2001.

Julia B. Morgan
Julia B. Morgan
Assistant Secretary
Board of Trustees
The Johns Hopkins University

Excerpt from the minutes of the October 15, 2001 meeting of the Board of Trustees of The Johns Hopkins University:

On the recommendation of the President, it was moved, seconded, and voted to approve the following resolution:

BE IT RESOLVED, that the Board of Trustees of the Johns Hopkins University authorizes the Director of the Applied Physics Laboratory to sign contracts (other than major prime basic omnibus contracts with the United States), subcontracts and purchase contracts, leases (except for buildings), agreements (including options, licenses, and related documents associated with technology transfer) and amendments to the above documents, all in connection with the usual operations of the Laboratory, subject to any designated University requirements for approval of plant construction, renovation, replacement and leases and of external financing arrangements,

FURTHER, that the Director may delegate such signature authority (except for specific delegations by the President as described below) to other members of the Laboratory staff commensurate with their duties and with good business practice.

FURTHER, that in particular circumstances and upon request and recommendations of the Director of the APL, the President may delegate signature authority to the director of APL, with no further delegation from him to others permitted, for specific major prime basic omnibus contracts with the United States government, for highly classified national security work to be performed by the Laboratory.

FURTHER, that this resolution take effect immediately.

RE: NH ESSENCE Contract with JHUAPL Approved - Message (HTML)

File | Message | Developer | Tell me what you want to do...

Ignore | Junk | Delete | Reply | Reply All | Forward | Meeting | IM | More | Move | Rules | OneNote | Actions | Mark Unread | Categorize | Follow Up | Translate | Find | Related | Select | Zoom

Delete | Respond | Move | Tags | Editing | Zoom

Mon 12/14/2020 7:29 AM

Horbey, Jennifer C. <Jennifer.Horbey@jhuapl.edu>

RE: NH ESSENCE Contract with JHUAPL Approved

To Provost, Brooke

Cc Guelde, Gina L.

EXTERNAL: Do not open attachments or click on links unless you recognize and trust the sender.

Yes, authority has not changed in the last thirty days.

Kin regards,

Jennifer

Jennifer Horbey, CFCM
Sr. Contracts Manager
JOHNS HOPKINS
APPLIED PHYSICS LABORATORY
BCFD/FCA – Contracts
Johns Hopkins University Applied Physics Laboratory
11100 Johns Hopkins Road
Laurel, Maryland
(443) 778-9320 (Baltimore)
(240) 228-9320 (Washington)
(240) 393-5653 (Cell)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/06/2021

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 MARSH USA INC. 1717 Arch Street PHILADELPHIA, PA 19103-2797 Attn: philadelphia.certs@marsh.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Pinnacle Consortium of Higher Ed VT RRRG	11980
INSURER B : N/A	N/A
INSURER C : N/A	N/A
INSURER D : N/A	N/A
INSURER E : N/A	N/A
INSURER F :	

INSURED
JOHNS HOPKINS UNIVERSITY
OFFICE OF RISK MANAGEMENT AND INSURANCE
ATTN: RACHEL PLUVIOSE
3910 KESWICK ROAD, 4TH FLOOR, STE. N-4300
BALTIMORE, MD 21211

COVERAGES **CERTIFICATE NUMBER:** CLE-006494967-02 **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	X COMMERCIAL GENERAL LIABILITY			PCHE2020-07	07/01/2020	07/01/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 2,500
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 1,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: JHU APL Essence Contract

CERTIFICATE HOLDER

The State of New Hampshire
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03310

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
of Marsh USA Inc.

Manashi Mukherjee Manashi Mukherjee

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2020

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 Willis Towers Watson Southeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Johns Hopkins University APL 11100 Johns Hopkins Road c/o Office of Counsel Laurel, MD 207236099 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Zurich American Insurance Company — 16535 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W19635409 **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 2936349 21	01/01/2021	01/01/2022	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Auto Physical Damage			BAP 2936369 21	01/01/2021	01/01/2022	Comprehensive Ded.	$1,000
							Collision Ded.	$1,000

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

Re: Enhanced Surveillance stem for Early Notification of Community-Based Epidemics (ESSENCE)

CERTIFICATE HOLDER

NH Department of Health & Human Services
129 Pleasant Street, Brown Building
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kathleen L. Beatty

SR ID: 20541522 BATCH: 1931390

FEB20'20 PM 1:20 DAS 16 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Kerrin A. Rounds
Acting Commissioner

Lisa M. Morris
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

January 13, 2019

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 a **sole source** agreement with John Hopkins University Applied Physics Laboratory (Vendor # 311878-B001), (3910 Keswick Road, 4th Floor, Ste N-400 Baltimore, MD 21211, to provide software and implementation of the Electronic Surveillance System for the Early Notification of Community based Epidemics (ESSENCE) system which provides real-time data from all 26 acute care hospital emergency departments in the state to identify potential public health threats and to monitor population health, in an amount not to exceed $55,237 effective upon Governor and Executive Council approval, with an end date of one year from the date of Governor and Executive Council approval. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021 with authority to adjust budget line items within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-50400000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF COMMUNITY AND HEALTH SERVICES, OPIOID SURVEILLANCE

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05-95-90-903010-18350000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH ELC

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2021	102-500731	Contracts for Prog Svc	90183503	$10,000
			Subtotal	***$20,000***
			Total	**$55,237**

EXPLANATION

This request is **sole source** because the Early Notification of Community-based Epidemics (ESSENCE) is an open source product that is created and maintained by John Hopkins University Applied Physics Laboratory (JHUAPL). This product has been recognized by the Centers for Disease Control and Prevention as a premiere syndromic surveillance system used to analyze health data to identify potential public health threats and to report this data to the National Syndromic Surveillance Program (NSSP) for national and regional situational awareness. The ESSENCE software is used by the federal Centers for Disease Control and Prevention and extensively by other public health agencies nationally.

The purpose of this contract request is for the Division of Public Health Services (DPHS) to maintain and enhance a syndromic surveillance system, the Automated Hospital Emergency Department Data (AHEDD) system, through integration of the ESSENCE software. AHEDD collects real-time data from all 26 acute care hospital emergency departments in the state to identify potential public health threats and to monitor population health. AHEDD has been a proven tool for public health investigations, detecting clusters or potential threats, and monitoring health conditions in the population, such as respiratory illness during influenza season, injuries during extreme weather events, and opioid drug overdoses.

The JHUAPL will integrate and support the ESSENCE and AHEDD system. Eventually, ESSENCE will replace existing non-standard reporting tools that are not easily supported by internal Department of Information Technology (DoIT) staff, which have limitations processing large amounts of data, classifying chief complaint texts, performing cluster analysis and querying "on-the-fly," which is critical for public health emergency response. ESSENCE offers a more comprehensive, integrated, cost-effective, and sustainable system for infectious disease and other public health threat surveillance.

This product is sustainable and has valuable syndromic surveillance features, including: interactive reporting; structured analysis; ad hoc disease syndrome queries; disease and injury categories; reportable medical events; detection and alerts; advanced text parsing of patient chief complaints; and actionable patient-identifiable data for further investigation. It also has the capability to correlate external data such as pharmacy prescriptions, radiology and laboratory test orders with emergency department data. JHUAPL is innovative, recognized for having syndromic surveillance subject-matter-expertise, and offers future opportunities for collaborative development and sustainability over time through continued contracting with Johns Hopkins.

The Department will monitor the effectiveness of the Contractor and the delivery of services required under this agreement using the following performance measures:

- Monitor that the Contractor sets up the ESSENCE system according to NH DPHS requirements.
- NH DPHS (AHEDD Project Manager) will monitor that the Contractor's quality of work completed meets functional expectations as detailed in the agreement.

As referenced in the Addendum to Software License Section 2, Terms of Addendum of this contract, agreement may be renewed under the same terms and conditions based upon payment rates to be determined and proposed by the Contractor upon request and agreed to by both parties and with Governor and Executive Council approval.

Should the Governor and Executive Council not authorize this request, NH DPHS would not have the ability to conduct multiple source correlated data analysis in near real-time (e.g., comparing emergency department and Emergency Medical Service data); detect clusters of illness or other health threats that may be missed by current techniques; and enhance syndromic surveillance practice.

Area served: Statewide

Source of Funds: 100% Federal Funds from Centers for Disease Control and Prevention, (CDC), Cooperative Agreement for New Hampshire Overdose Data to Action (OD2A), Catalog of Federal Domestic Assistance (CFDA) 93.136, Federal Award Identification Number (FAIN) NU17CE924984 and 100% Federal Funds from Centers for Disease Control and Prevention, (CDC), Cooperative Agreement for Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC), Catalog of Federal Domestic Assistance (CFDA) 93.323, Federal Award Identification Number (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,

Kerrin A. Rounds
Acting Commissioner

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

Denis Goulet
Commissioner

February 11, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Johns Hopkins University Applied Physics Laboratory as described below and referenced as DoIT No. 2018-120.

This is a request for approval to enter into a contract for the implementation of the Electronic Surveillance System for Early Notification of Community based Epidemics (ESSENCE) software. This system will provide real-time data from all 26 acute care hospital emergency departments (ED) in the state to identify and monitor potential public health threats. The ESSENCE software is used extensively by the federal Centers for Disease Control and Prevention and other public health agencies nationally.

The amount of the contract is not to exceed $55,237.00, effective upon the date of Governor and Executive Council approval, with an end date of one year from the date of Governor and Executive Council approval.

A copy of this letter should accompany your Agency's submission to the Governor and Executive Council for approval.

Sincerely,

Kenneth Quinn FOR

Denis Goulet

DG/kaf/ck
DoIT #2018-120

cc: Bruce Smith, IT Manager, DoIT
Mike Williams, IT Manager, DoIT

#SS-2018-120 Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE)

ESSENCE SOFTWARE LICENSE

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into by and between:
(i) The Johns Hopkins University Applied Physics Laboratory LLC, a Maryland Limited Liability Company, with offices at 11100 Johns Hopkins Road, Laurel, Maryland 20723-6099 ("JHU/APL"); and
(ii) The State of New Hampshire, Department of Health and Human Services ("Licensee"), Division of Public Health Services, located at 29 Hazen Drive, Concord, NH 03310. The Agreement is effective upon the date of State of New Hampshire Governor and Executive Council approval.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the parties hereto agree as follows:

Background

1. Under U.S. Government sponsorship, JHU/APL has developed and intends to continue to develop an Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE), including proprietary software and any accompanying documentation ("Software"). The U.S. Government may have certain retained rights in ESSENCE.

2. ESSENCE receives information transmitted electronically from various geographically-distributed information providers, such as hospitals, Over The Counter (OTC) sales centers, etc. Exemplary health information includes ICD9/10 codes and Emergency Department (ED) logs (also referred to as ED data) transmitted to ESSENCE routinely, e.g., daily. ESSENCE includes an automated parsing program that processes the received health information, e.g., data sets, to produce processed data, which includes elements of the received health information. ESSENCE presents the processed, e.g., grouped, data to public health officials via secure communication connections, such as a secure ESSENCE web site. As used herein, "ESSENCE data" refers to the received health information and/or the processed data produced by ESSENCE and made available for review.

3. Licensee desires to upgrade its own automated disease surveillance site(s) within its jurisdiction (i.e., State of New Hampshire) and use the Software in connection with operating such site(s). Accordingly, Licensee desires to obtain a license from JHU/APL to use the Software in accordance with this Agreement.

4. JHU/APL seeks to receive from Licensee information, which shall not include protected health information, pertaining to residents in Licensee's jurisdiction, for the purposes of performing testing and near real-time monitoring of ESSENCE, as well as furthering related research and development of ESSENCE.

Terms

1. Rights and Duties.

1.1 Grant. Subject to the terms and conditions hereof, JHU/APL grants to Licensee a limited, non-exclusive, non-transferable, and royalty-free license to:

(a) use the Software solely for disease surveillance within Licensee's jurisdiction; and

(b) make copies of the Software only as required for use of the Software under the terms of this Agreement, including for test and development environments, or for backup/archival purposes.

This License grant is made subject to any retained rights of the U.S. Government in the Software, if any.

1.2 Delivery. JHU/APL shall deliver to Licensee a copy of the then-current version of the Software in object code form. Source code will not be delivered or made available to Licensee except as explicitly provided for in this Agreement or a separate agreement negotiated by the parties.

1.3 Installation. JHU/APL shall provide reasonable assistance to Licensee, at no cost to Licensee, in the installation and initial check-out of the Software, so long as JHU/APL is receiving funding from a Government Agency in support of such effort. If JHU/APL is not receiving such funding, JHU/APL shall provide assistance to Licensee only as explicitly required in this Agreement.

1.4 Updates. JHU/APL may make updated versions of the Software available to Licensee. When JHU/APL makes an updated version available to Licensee, Licensee shall take reasonable steps to deploy the updated version in a timely manner.

1.5 Health Information. Only if applicable, Licensee shall provide to JHU/APL data elements including protected health information in Licensee's jurisdiction, in accordance with the terms and conditions set forth in a Data Sharing Agreement and/or a Business Associate Agreement separate from this License Agreement.

1.6 Grant Back. Licensee grants to JHU/APL a non-exclusive, paid-up, transferable, irrevocable, worldwide license to use, reproduce, create derivative works of, and distribute any improvements to the Software made by Licensee.

2. License Restrictions.

2.1 Restrictions on assignment, transfers and use. Except as expressly set forth in Section 1, Licensee shall not: (a) assign, transfer, distribute, or sublicense the Software to any third party; (b) permit any third party to use the Software; (c) use the Software for the benefit of any third party other than the citizens in Licensee's jurisdiction; (d) use the Software for any commercial purposes whatsoever.

2.2 Restrictions on copying and reverse engineering. Except as expressly set forth in Section 1, Licensee may not, in whole or in part, reproduce, modify, translate, reverse engineer, disassemble, de-compile, create derivative works based on, or remove any proprietary notices or labels on the Software without the prior written consent of JHU/APL. Any use, reproduction or redistribution of the Software not in accordance with the terms of this Agreement is expressly prohibited.

2.3 Proprietary Notices. Licensee agrees to respect and not to remove, obliterate, or cancel from view any attribution notice, including copyright, trademark, and confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

3. Fees and Payment Terms. This is a royalty-free license.

4. Protection of Proprietary Information.

4.1 Ownership of Proprietary Information. Licensee acknowledges that the Software constitute commercially valuable, proprietary products of JHU/APL ("Proprietary Information"). Licensee further acknowledges that the Proprietary Information may contain trade secrets of JHU/APL, and Licensee represents that it shall treat such Proprietary Information as trade secrets of JHU/APL. JHU/APL retains all rights, title and ownership in and to the Proprietary Information. This Agreement shall not be construed to transfer or sell to Licensee any rights, title, ownership, or other interest in or to the Software, except for the limited license granted hereunder.

4.2 Confidentiality Obligations. Licensee shall not, at any time, use, copy, sell, transfer, publish, disclose, display or otherwise make available any Proprietary Information to any other person, firm, organization, or to any employee or agent of Licensee who does not need to obtain access thereto in connection with Licensee's exercise of its right under this Agreement. Licensee shall take steps to ensure that all individuals having access to the Proprietary Information observe and perform the obligations set forth in this Section 4. Licensee agrees to notify JHU/APL immediately of the possession, use or knowledge of all or part of any Proprietary Information by any person or entity not authorized by this Agreement, to have such possession, use or knowledge. Licensee's obligations of confidentiality and non-disclosure shall not apply to any information which Licensee can show by means of dated, documentary evidence: (a) was known to or readily ascertainable by proper means by Licensee before being disclosed to Licensee by JHU/APL; (b) is or becomes available to the general public without fault or action of Licensee; (c) is lawfully disclosed to Licensee by a third party who is under no obligation of confidentiality to JHU/APL with respect to such information; or (d) was independently developed by the Licensee. Information that comprises a combination of features shall not be within any of the exceptions set forth above merely because individual features are known or received by Licensee or are in or fall into the public domain, but only if the combination is known or received by Licensee or is in or falls into the public domain as provided above.

5. Term and Termination.

5.1 Term. This Agreement is effective upon the date of State of New Hampshire Governor and Executive Council approval, and shall continue for a period of five (5) years, unless otherwise modified by mutual written agreement of the parties and Governor and Executive Council approval.

5.2 Termination. This Agreement may be terminated for any reason upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event that the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching party.

5.3 Effects of Expiration/Termination. Upon termination of this Agreement for any reason and when the Term of this Agreement expires: (a) all license rights granted hereunder will terminate and revert to JHU/APL; (b) Licensee shall immediately discontinue use of the Software; and (c) within ten days thereafter, Licensee shall either return to JHU/APL all copies of the Software or certify in writing to JHU/APL that all copies or portions of such Software have been destroyed. The following sections shall survive termination of this Agreement: Section 4, 5.3, 6, 7, 8 and 9.

6. Disclaimer of Warranties. NO WARRANTY. THE SOFTWARE AND DOCUMENTATION IS PROVIDED TO LICENSEE "AS IS" WITHOUT WARRANTY OF ANY KIND. JHU/APL DOES NOT WARRANT THAT (i) THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR (ii) THE DATA PRODUCED BY THE SOFTWARE WILL BE ERROR FREE. JHU/APL DISCLAIMS ALL WARRANTIES IN THE SOFTWARE AND DOCUMENTATION AND ANY DATA PRODUCED BY THE SOFTWARE, WHETHER EXPRESS OR IMPLIED, INCLUDING (BUT NOT LIMITED TO) ANY AND ALL IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR SYSTEM INTEGRATION.

7. Limitation of Liability. LICENSEE ASSUMES THE ENTIRE RISK AND LIABILITY FOR USING THE SOFTWARE OR THE DATA PRODUCED THEREBY. IN NO EVENT SHALL JHU/APL BE LIABLE TO LICENSEE FOR ANY DIRECT, ACTUAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE SOFTWARE OR THE DATA PRODUCED THEREBY, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA EVEN IF JHU/APL HAS BEEN ADVISED OF THE PROBABILITY OF SUCH DAMAGES.

8. **Audit Rights**. JHU/APL, at its own expense, shall have the right at any time during the term of this Agreement, and upon termination of this Agreement, to request, in a manner consistent with reasonable business practices, documentation from the Licensee identifying (i) the type, (ii) location, i.e., address, and (iii) network access limitations, of the machines having the Software installed thereon for the purpose of verifying whether Licensee's use of the Software has been in compliance with the terms and conditions of this Agreement. An authorized officer of the Licensee shall certify in writing that such documents are a true and accurate record of Licensee's use of the Software.

9. **Miscellaneous**.

9.1 Assignment. Licensee shall not assign or otherwise transfer this Agreement without the prior written consent of JHU/APL. Any attempt to assign in contravention of this Section shall be null and void and of no effect.

9.2 Relationship of the Parties. The relationship of the parties established by this Agreement is solely that of independent contractors, and nothing contained in the Agreement will be construed to: (a) give any party the power to direct or control the day-to-day activities of the other; (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent for the other for any purpose whatsoever. Except as specifically set forth in this Agreement, neither party nor its agents or employees is the representative of the other for any purpose and neither has the power or authority to act as agent, to represent, act for, bind or otherwise create or assume any obligations on behalf of the other.

9.3 Construction. This Agreement may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties, contingent upon approval of the Governor and Executive Council. The failure of either party to exercise any right or the waiver of either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement. If any provision of this Agreement is deemed invalid, illegal or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible. Captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

9.4 Equitable Remedies. Licensee recognizes that money damages may not be an adequate remedy for any breach or threatened breach of any obligation under this Agreement involving JHU/APL's Proprietary Information. Licensee therefore agrees that in addition to any other remedies available under this Agreement, by law or otherwise, JHU/APL shall be entitled to seek an injunction against any breach by Licensee of such obligations without the necessity of posting bond as permitted by law.

9.5 Governing Law. This Agreement shall be deemed to have been made and executed in the State of New Hampshire, U.S.A., and any dispute arising hereunder shall be resolved in accordance with the laws of the State of New Hampshire, U.S.A. (without regard to its principles of conflicts of law).

9.6 Force Majeure. Neither party shall be considered in default or liable for any delay or failure to perform any provisions of this Agreement if such delay or failure arises out of labor disputes, fire, casualties, acts of the public enemy, sovereign acts or regulations or any other similar causes beyond the reasonable control of the parties.

9.7 Notices. Termination, Term Extension and Audit Rights notices shall be first emailed or faxed and then confirmed, on the same day ("Confirmation Copy") by either registered or certified mail or by reputable expedited courier service, return receipt requested, postage prepaid to the addressee thereof at the

address set forth on page 1 of this Agreement, or at such other address as either party may hereafter communicate in like manner. Notices shall be deemed received 3 days after the Confirmation Copy has been mailed or otherwise dispatched.

9.8 Entire Agreement. The parties represent this Agreement, and any addenda, Exhibits or attachments, is the entire agreement between JHU/APL and Licensee with respect to the subject matter of this Agreement, and JHU/APL and Licensee agree that all other prior agreements, proposals, representations and other understandings concerning this Agreement, whether oral or written, are superseded and replaced in their entirety by this Agreement.

9.9 Export Control. The software is subject to export controls under the jurisdiction of the U.S. Department of Commerce. Licensee shall comply with all applicable U.S. Export Control laws and regulations in connection with Licensee's use of the Software. Licensee shall not export or re-export the Software.

9.10 Third Party Software Notice. The Software utilizes certain software, including programs and/or libraries in object code form, which may be owned or controlled by a party other than JHU/APL ("Third Party Software"). Any such Third Party Software is subject to the terms of its accompanying Third Party Software license, if any, listed in Appendix A. Appendix A lists the Third Party Software and provides, either by link or incorporation, (i) copies of the applicable Third Party Software license(s), and (ii) the Third Party Software itself as appropriate.

IN WITNESS WHEREOF, JHU/APL and Licensee have executed this Agreement.

The State of New Hampshire Department of Health and Human Services

BY: _____ DATE: 12/17/19

NAME: Lisa Morris

TITLE: Director, NH Division of Public Health Services
Department of Health and Human Services

The Johns Hopkins University
Applied Physics Laboratory LLC

BY: _____ DATE: 29 OCTOBER 2019

NAME: Norma Lee Todd

TITLE: Office of Technology Transfer Supervisor

#SS-2018-120 Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE)

Acknowledgement: State of Maryland, County of Carroll

On Oct. 29, 2019, before the undersigned officer, personally appeared the person identified above as Contractor Signatory, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated as Contractor Signatory.

Elizabeth A. Burela-Lee
Signature of Notary Public or Justice of the Peace

Elizabeth A. Burela-Lee, Notary Public
Name and Title of Notary or Justice of the Peace

My comm exp. 1-14-2021

[Seal]

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

OFFICE OF THE ATTORNEY GENERAL

1/10/20
Date

Name: CATHERINE PINOS
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Appendix A

None

#SS-2018-120 Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE)

ADDENDUM to ESSENCE Software License

This Addendum to the ESSENCE SOFTWARE LICENSE AGREEMENT (SLA) provides funding for JHU/APL (hereafter "JHU/APL" or "Contractor") from the Department of Health & Human Services; Division of Public Health, Bureau of Infectious Disease, Syndromic Surveillance Cap (hereafter "the Department" or "State") to conduct ESSENCE-related Research & Development (R&D) services as described in the attached Statement of Work (SOW). Accordingly, the terms of this Addendum apply solely to the R&D services and shall not be interpreted to supersede nor conflict with the terms of the SLA.

1. **STATEMENT OF WORK**

   JHU/APL shall provide all facilities, materials and qualified personnel necessary in the performance of the effort described in the Statement of Work, entitled "**Electronic Surveillance System for Early Notification of Community-Based Epidemics (ESSENCE)**" (Attachment A).

2. **TERM OF ADDENDUM**

   This Addendum shall remain in effect for the period commencing upon New Hampshire Governor & Executive Council approval with an end date of one (1) years from the date of approval. Upon mutual agreement by both parties and with Governor and Executive Council approval, this Addendum may be renewed under these same terms and conditions and shall be based upon payment rates to be determined and proposed by Contractor upon request and agreed to by both parties.

3. **PRICING ARRANGEMENT**

   Cost-Plus-Fixed-Fee, Level of Effort (Term) Price Limitation: $55,237

   Contractor shall complete all work remotely. Set up shall take approximately two (2) months. Enhancements shall be completed as detailed in Attachment A, Statement of Work.

4. **LEVEL OF EFFORT, ESTIMATED COST AND FIXED FEE**

   The Level of Effort, Estimated Cost, and Fixed Fee for this Addendum are as follows:

Total Level of Effort	298 Hours
Fixed Fee:	$ 3,333
Estimated Cost	$51,904
Total Estimated Cost and Fixed Fee	$55,237

5. LEVEL OF EFFORT

The Fixed Fee specified above is based on JHU/APL furnishing at least eighty percent (80%) of the level of effort specified in Article 4. If, at the conclusion of the work required hereunder, JHU/APL has delivered less than eighty percent (80%) of the specified level of effort, the total fixed fee shall be automatically adjusted in proportion to the ratio that the level of effort actually delivered under this Addendum bears to the level of effort specified in Article 4.

6. PAYMENT FOR SERVICES

Each month, JHU/APL shall invoice the Department for all direct and indirect costs incurred in the performance of work under this Addendum, plus a pro rata share of the fixed fee, and the Department agrees to pay such invoice(s) in full within thirty (30) days after receipt. Performance under this Addendum may be deemed complete by JHU/APL upon (1) completion of the effort described in the statement of work, (2) delivery of the specified level of effort, or (3) when the total direct and indirect cost (exclusive of fixed fee) incurred by JHU/APL reaches the Estimated Cost specified in Article 4 above.

Invoices are to be submitted to: david.swenson@dhhs.nh.gov. Payment is Net 30.

7. PRICE LIMITATION

In no event shall the total price limitation for the Addendum exceed $55,237, unless amended in writing and approved by the State of New Hampshire Governor and Executive Council.

8. CONDITIONAL NATURE OF AGREEMENT

Notwithstanding any provision of the Addendum to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part under the Addendum are contingent upon the continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to terminate this Addendum upon giving the Contractor thirty (30) days' written notice of such termination. All charges incurred by the State up to the notice of termination of this Addendum shall be paid to the Contractor.

9. PERSONNEL

The Contractor shall be responsible in the recruitment and hiring of all personnel necessary to perform the Services in the Addendum. 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.

10. CHANGES

From time to time, changes to the scope of work may be necessary due to changed conditions or unanticipated facts discovered during performance of this Addendum. Either party may request changes in writing by a written amendment, signed by the parties hereto,

to be effective only after approval by the Governor and Executive Council of the State of New Hampshire. Prior to the start of any requested change, the Department and JHU/APL shall agree on the cost of such change. In any event, the Department agrees to reimburse JHU/APL for all costs incurred as a result of any change performed under this Addendum, plus a pro rata share of the fixed fee.

11. DISPUTES

In the event of a dispute between the parties, the parties agree to first make a good faith effort to resolve any claims or disputes jointly. Should the parties fail to resolve any such claim or dispute within thirty (30) days from the date notice of such claim or dispute was provided to the other party, then, either party may seek to resolve the dispute within the State of New Hampshire in accordance with the laws of the State of New Hampshire, or in a court of competent jurisdiction.

12. FORCE MAJEURE

If performance by JHU/APL under this Addendum is prevented, restricted, or interfered with for any reason beyond the control of JHU/APL, then such performance shall, upon notice to the Department, be suspended during the continuance of such hindrance. In such event, JHU/APL shall use reasonable efforts to avoid, remove or overcome such causes of non-performance. Temporary work stoppage may result in additional cost (reflecting a change in scope) beyond that outlined in JHU/APL's original cost estimate.

13. TERMINATION/ RIGHT OF TERMINATION

Either party may terminate this Addendum for any reason upon thirty (30) days written notice to the other party.

In the event this Addendum is terminated, the Department agrees to reimburse JHU/APL for all costs incurred up to the point of termination, including all costs incurred as a result of such termination, plus a pro rata share of the fixed fee.

14. COMPLIANCE WITH LAWS AND REGULATIONS

In connection with the performance of the Services, the Contractor shall materially comply with all statutes, laws, regulations and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including but not limited to, the Health Insurance Portability and Accountability Act, HIPAA; Pub. L. I 04-191, 110 Stat. 1936 (1996), the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164, and civil rights and equal opportunity laws.

15. DATA SECURITY AND PRIVACY

The Contractor shall manage all confidential information and confidential data related to this Addendum in accordance with the terms of "Exhibit I, Health Insurance Portability Act Business Associate Agreement" and "Exhibit K, DHHS Information Security Requirements", which are attached hereto and incorporated by reference herein. JHUAPL shall notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches immediately upon JHU/APL learning of their occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Jurisdiction information.

NH Breach Points of Contact:
Persons to Contact:

a. DHHS contact/Program Administrator:
State of New Hampshire,
Department of Health and Human Services
AHEDD Project Manager
David.Swenson@dhhs.nh.gov

Division of Public Health Services Director
Lisa.Morris@dhhs.nh.gov

b. DHHS contact for Breach notifications:
DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacyOfficer@dhhs.nh.gov

16. ASSIGNMENT/DELEGATION/SUBCONTRACTS

The Contractor shall not assign, or otherwise transfer any interest in this Addendum without the prior written notice and consent of the State. None of the services shall be subcontracted by the Contractor without the prior written notice and consent of the Department.

17. INDEMNIFICATION

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

18. INSURANCE

General Liability: The Contractor shall, at its sole expense, obtain and maintain in force comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate.

Worker's Compensation: By signing this Addendum, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of NH RSA Chapter 281-A.

19. CONSTRUCTION AND AGREEMENT AND TERMS

19. CONSTRUCTION AND AGREEMENT AND TERMS

This Addendum shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

20. CONTRACTOR'S RELATION TO THE STATE

In the performance of this Addendum 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, worker's compensation or other emoluments provided by the State to its employees.

21. SEVERABILITY

In the event any portion of this Addendum shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect, as long as it does not materially alter the purpose and performance of this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their duly authorized representative, to be effective on the date of the last party to sign, and as described in Article 2 above.

Lisa Morris, Director
NH Division of Public Health Services

12/17/19
Date

Johns Hopkins University Applied Physics Lab

10/4/19
Date

Nicholas J. Langhauser, CFO
Name and Title of Contractor Signatory

Acknowledgement: State of Maryland, County of Carroll

On 10/4/2019, before the undersigned officer, personally appeared the person identified above as Contractor Signatory, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated as Contractor Signatory.

Elizabeth A. Binda-Lee

Signature of Notary Public or Justice of the Peace

Elizabeth A. Binda-Lee

Name and Title of Notary or Justice of the Peace

My comm exp. 1-14-2021 [Seal]

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

OFFICE OF THE ATTORNEY GENERAL

2/24/20
Date

Name: CATHERINE PINOS
Title: Attorney

I hereby certify that the preceding Addendum 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:

JHUAPL Contract #SS-2018-120
Attachment A

Statement of Work

for Electronic Surveillance System
for Early Notification of Community-Based Epidemics (ESSENCE)
August 26, 2019

INTRODUCTION:

The State of New Hampshire Department of Health and Human Services ("the Department") receives patient encounter data from twenty six (26) hospitals with emergency departments (ED) and reviews patient chief complaints as part of their disease surveillance practice. The Department is implementing the Enhanced Surveillance System for the Early Notification of Community Epidemics (ESSENCE) as the data analytics and visualization tool for disease surveillance. The Department owns, operates, and maintains the servers that will host ESSENCE. In order to install the latest version of ESSENCE, The Department shall setup the servers to host the application and permit JHU/APL VPN access to the servers.

In preparing to host ESSENCE, the following tasks shall be performed by the Department prior to the installation of ESSENCE on its servers.

- Hardware - Setup hardware based upon the results of JHU/APL Task I
- Databases - Install the required databases based upon the results of JHU/APL Task I
- Firewalls - Establish appropriate firewall rules so that data is accessible between servers
- VPN Accounts - Provide VPN accounts for JHU/APL software development staff

JHU/APL TASKS:

The following are tasks associated with the installation of the Department's ESSENCE application. These tasks are broken down into smaller tasks so their progress can be reported in bi-weekly status reports and monthly invoices.

Task 1 - Architecture: JHU/APL shall work with the Department to determine the best ESSENCE architecture to use. This will determine the number of servers and how many database installations will be used.
(See Table 1.A for Task 1 detail.)

Task 2 - Database Installation: JHU/APL shall install four (4) databases schemas on the Department's database server required to run the ESSENCE application in production and/or test environment:

- Ingestion DB
- Detection DB
- Web DB
- GIS DB

(See Table 1.B for Task 2 detail.)

Task 3 – ESSENCE Application Installation and Configuration: JHU/APL shall complete four (4) subtasks needed to install, configure, ingest, process and display the Department's surveillance data:

Subtask 3.1: Work with the Department to determine how to populate the fields within the ESSENCE Ingestion database. This task shall be accomplished primarily by the Department's staff in order to keep the data ingestion process under the Department's control.

Subtask 3.2: Install and configure the detection components of ESSENCE in production and/or test environment.

Subtask 3.3: Install and configure the Web application for use by the Department in production and/or test environment.

Subtask 3.4: Work with the Department's staff and AHEDD DoIT developers to configure reference table values with Department-specific values (Hospitals, Geographies, etc.).

Task 4 – Training - Admins: JHU/APL shall demonstrate how to use the system to the Department's staff and shall include instructions for creating new users, via webinars and/or other online training tools.

Task 5 – Data Migration: JHU/APL shall work with the Department's staff and State of NH DoIT developers to migrate historical data into ESSENCE from existing disease surveillance systems.

Task 6 – New Data Sources: JHU/APL shall work with the Department to add additional data sets into their ESSENCE system. This will include database configuration, data flow configuration, query wizard design, and any back-end detection and algorithmic modifications needed to support the new data source.

Task 7 – Technical Assistance & Bug Fixes: Within the Period of Performance, JHU/APL shall work with the Department to remedy any software defects or system issues based on the prioritization of the Department.

Task 8 – Training - Users: JHU/APL shall demonstrate how to use the system and any new features or data sources that have been added to the system, via webinars and/or other online training tools.

Task 9 – Enhancements: JHU/APL shall work with the Department to add additional visualization and/or analysis enhancements into the system. This will include feature and/or algorithm development to support needed functionality that the Department requests. JHU/APL will work with the Department to prioritize and scope the requested features so that they can be implemented in the system throughout the course of the project.

The Department shall also be responsible for the following task during the installation timeframe:

- Provide JHU/APL with reference information needed in Task 3.4

In conducting these tasks, JHU/APL shall act under the guidance and at the behest of the Department and make technical recommendations to the Department who makes the acceptance and subsequent procurement decisions. JHU/APL shall have a continuing obligation to inform the Department of known problems and issues in development and deployment of systems, and make disclosure of known risks associated with the system's performance and with any of the other activities to be conducted under this task. Deliverables and recommendations shall be provided for the Department's review and approval and provided only for the environments and specified conditions for which they were intended and/or tested. All efforts under this program shall be conducted in accordance with established Laboratory quality assurance procedures.

Proposed Enhancements* in Priority Order, which may be developed:

1) Ability to query beyond the index patient's resident town with ability to break out by gender and age
    a. The Department is able to help create requirements for this feature in conjunction with JHU/APL expertise. This could be accomplished using a radius around the index patient's resident town or could use a "surround" table created by the Department.
2) Ability to integrate and analyze Emergency Medical Services (EMS) data source with ED data for correlation
    a. The Department would like the ability to correlate ED with EMS data using overlays.

3) Integrate the ability to generate an email message within the ESSENCE interface in order to communicate with hospital Infection Control Practitioner regarding a particular hospital encounter to confirm or rule-out the detection.

4) Investigate and install the ability to match a patient in different data sources (ED to EMS, using probabilistic linkage via Master Patient Index techniques)
    a. If determined possible, implement solution into ESSENCE.

5) Integrate National Oceanic and Atmospheric Administration (NOAA) data (specifically weather and air quality data) to enable correlation with related ED encounter data for respiratory spike data.
    a. The Department will provide all necessary information and work with JHUAPL and NOAA to provide the feed to the vendor for this requirement.

6) Set-up a test version of ESSENCE, which may be installed with an active or inactive feed.

7) Provide the ability to view patient history update data
    a. Develop the ability to query encounter history for specific types of updates (chief complaint, diagnosis codes, gender, age or location) while reviewing encounter detail.

8) Integrate the ability to analyze, report, and map Super Utilizer hospital patient visits
    a. The purpose is to identify the greatest burden of chronic patient ED care (patients with seven (7) or more visits per year), for an intervention of more holistic treatment to make these patients healthier and reduce the financial burden for jurisdictional medical care.

*Proposed Enhancements shall be defined as follows:

- New Enhancements – an enhancement that will require new software to be developed, tested, iterated on, and deployed.
- Existing Enhancements – an enhancement that will be based on existing or current ESSENCE functionality that may need to be adapted to the Department's requirements.

Table 1.A – **Task 1 - Architecture:**

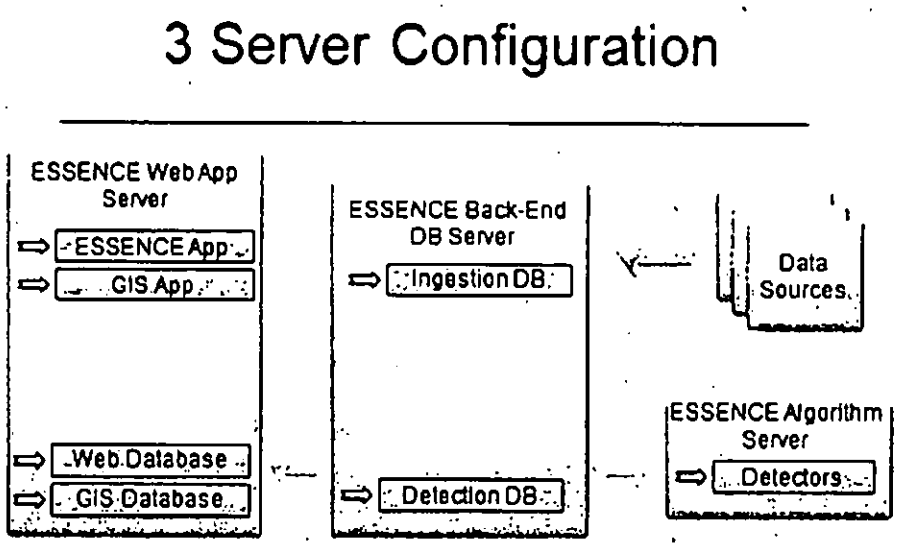
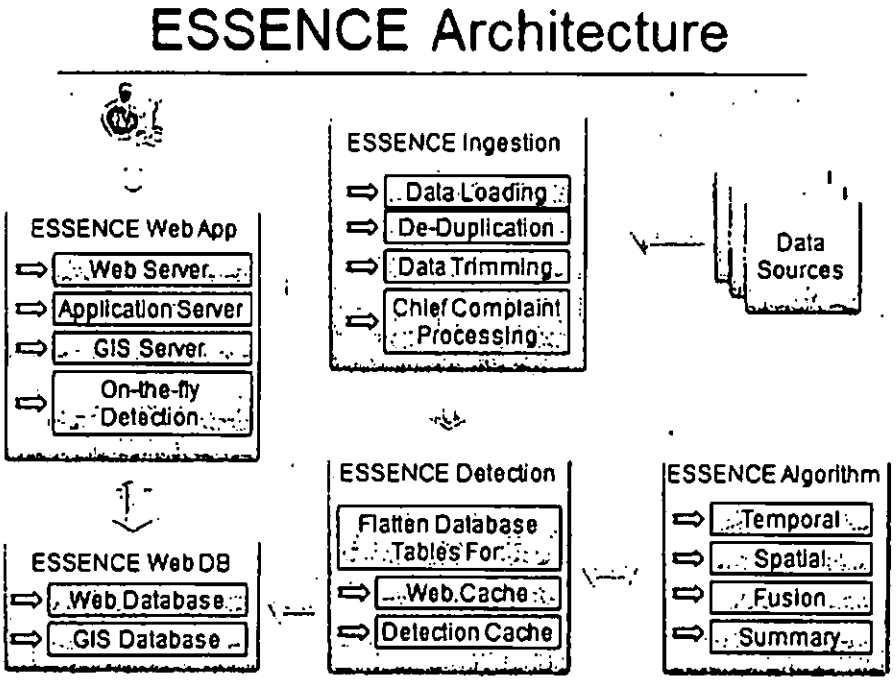


Table 1.B - **Task 2 - Database Installation:**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Contractor Name: JHU/APL

10-3-19
Date

Jennifer Horbal
Name: Jennifer Horbal
Title: Sr. Contracts Manager

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

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

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

Contractor Name: SHWAB

10-3-19
Date

Jennifer Horbay
Name: Jennifer Horbay
Title: Sr Contracts Manager

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

Contractor Initials [illegible]
Date 10-3-19

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: HAP PL

10-3-19
Date

Name: Jennifer Horbar
Title: Sr. Contracts Manager

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.

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: HHS/APL

10-3-19
Date

Jennifer Horbey
Name: Jennifer Horbey
Title: Contracts Manager

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: JAMPP

10-3-19
Date

Name: Jennifer Horne
Title: Contracts Manager

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health careoperations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, 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.

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

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:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person 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 and report the findings to the Covered Entity in writing as soon as practicable but no longer than within fifteen (15) days.

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

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 ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

k. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

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.

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 Johns Hopkins University Applied Physics Lab
The State	Name of the Contractor
Signature of Authorized Representative	Signature of Authorized Representative
LISA MORRIS	Andrea Ochman
Name of Authorized Representative	Name of Authorized Representative
DIRECTOR, DPHS	Deputy General Counsel
Title of Authorized Representative	Title of Authorized Representative
12/17/19	10/14/19
Date	Date

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

10/21/19
Date

Julie Pattison
Name: Julie Pattison
Title: Contract Manager

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: 04-054-9461

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

   _____NO x_____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?

   x_____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: Ralph D. Semmel Amount: $1,739,894.00

   Name: Christine H. Fox Amount: $716,471.00

   Name: Jerry A. Krill Amount: $676,362.00

   Name: Timothy J. Galpin Amount: $635,724.00

   Name: Ronald R. Luman Amount: $617,807.00

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 accessed 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 of the Contractor, including any subcontractor of Contractor (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. "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.

7. "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.

8. "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.

9. "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.

10. "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.

11. "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 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 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. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any

derivative data or files, as follows:

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. 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.

8. 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 Department.

9. Data Security Breach Liability. In the event of any security breach that is solely due to Contractor negligence or willful misconduct, Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach. Notwithstanding the foregoing, Contractor shall have no obligation under this Section with respect to any matter to the extent that it arises out of the negligence, breach of this Agreement or violation of laws by the State, or the State's subcontractors or representatives.

10. 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.

11. 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.

12. Contractor agrees to maintain a documented breach notification and Computer Security 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.

13. 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.

14. The Contractor is responsible for ensuring End User compliance with the terms and conditions of the Contract and this Information Security Requirements Exhibit.

IV. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov