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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Shibinette
Commissioner

Joseph E. Ribsam, Jr.
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 9, 2021

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 for Children, Youth and Families, to amend an existing **Sole Source** contract with BizStream, Inc. (Vendor #219839), Allendale, MI for continued use of the web-based residential management system for the John H. Sununu Youth Services Center, by exercising a contract renewal option by increasing the price limitation by $62,974 from $149,940 to $212,914 and by extending the completion date from June 30, 2021 to June 30, 2023 effective July 1, 2021 or upon Governor and Council approval, whichever is later. 100% General Funds.

The original contract was approved by Governor and Council on June 15, 2016, Item #9D.

Funds are anticipated to be available in State Fiscal Year 2022 and State Fiscal Year 2023 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-042-421010-29600000 HEALTH & SOCIAL SERVICES, DEPT OF HEALTH & HUMAN SVCS, HHS: HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMNT

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2017	066-500545	IT Training & Development	42106026	$29.988	$0	$29.988
2018	066-500545	IT Training & Development	42106026	$29.988	$0	$29.988
2019	066-500545	IT Training & Development	42106026	$29.988	$0	$29.988
2020	066-500545	IT Training & Development	42106026	$29.988	$0	$29.988

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2021	066-500545	IT Training & Development	42106026	$29,988	$0	$29,988
2022	066-500545	IT Training & Development	42106026	$0	$31,487.00	$31,487.00
2023	066-500545	IT Training & Development	42106026	$0	$31,487.00	$31,487.00
			Total	**$149,940**	**$62,974**	**$212,914**

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.

The purpose of this agreement is to continue providing operational support through the continued use of the web-based residential management system for John H. Sununu Youth Services Center. The John H. Sununu Youth Services Center provides an architecturally secure placement for two separate populations. One population consists of committed juveniles and the other consists of New Hampshire youth involved with the court system prior to adjudication. The vendor hosts a web-based software program that is currently in use for facility management, case management and case record management for both populations. Staff at the John H. Sununu Youth Services Center use the web-based system for all aspects of case management. Juvenile Justice staff also access the management system in order to track youth's behaviors and progress, in their workloads, while at the John H. Sununu Youth Services Center.

Because the needs and laws that govern both populations differ, a web-based residential management system is crucial in properly managing the populations. In addition, the system provides a more accurate method of data reporting, which is used in budgeting and policy development.

New Hampshire RSA 126-u, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities, requires the Department to report incidents of physical restraint or seclusion to legislative committees annually. The system allows for the creation of custom forms, which streamline the reporting process, which is used in the event of litigation and audits.

John H. Sununu Youth Service Center houses youth who have been arrested and are awaiting adjudication and/or youth who have been committed to the facility by the Court. Approximately seventy three (73) youths will be served each year from July 1, 2021 to June 30, 2023.

As referenced in Part 2, Section 1.3., Contract Period, Paragraph 2 of the original contract, the parties have the option to extend the agreement for up to eight (8) additional years, 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 two (2) of the eight (8) years available.

Should the Governor and Executive Council not authorize this request, the Division would experience a variety of safety issues at the John H. Sununu Youth Services Center for the staff

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as well as the youth. Without a residential management system, the Department would be forced to return to manual reporting systems that do not allow for timely and accurate information in order to make key policy decisions. Staff would not be able to report on such critical areas of detailed incident reports and population management.

Area served: Statewide

Respectfully submitted,

Lori Shibinette

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

March 23, 2021

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 amend an existing **Sole Source** contract with BizStream Inc. of, Allendale, MI as described below and referenced as DoIT No. 2016-087A.

> The purpose of this agreement is to continue providing operational support through the continued use of the web-based residential management system for John H. Sununu Youth Services Center. The vendor hosts a web-based software program that is currently in use for facility management, case management and case record management for both populations.
>
> The funding amount for this amendment is $62,974, increasing the current contract from $149,940 to $212,914 and by extending the completion date to June 30, 2023 from the original completion date of June 30, 2021. This amendment shall become effective July 1, 2021 or upon Governor and Executive Council approval through June 30, 2023.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2016-087A
RID: N/A
cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Residential Management System for SYSC contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and BizStream Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 15, 2016, (Item #9D), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, Amendment and Part 2, Subsection 1.3., Contract Term, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2023.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $212,914.

3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   Nathan D. White, Director.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9631.

5. Modify Part 2, Subsection 1.3, Contract Period Paragraph 2 to read:

   3.1. The Contract shall begin on July 1, 2016 and extend through the date stated in P-37 General Provisions - Block 1.7 ("Completion Date"). The State shall have the sole option, subject to the parties' prior written agreement on applicable fees for each extended term, to extend the Contract for up to eight (8) additional years, which shall not extend beyond June 30, 2029.

6. Modify Part 2, Subsection 3.4, State Contract Manager, to read:

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

   Allison Parent, Senior Data Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301
   Tel: (603) 271-4451
   Fax: (603) 271-4729

Contractor Initials DS DV
Date 3/25/2021

7. Modify Part 2, Subsection 3.5, State project Manager, to read:

3.5 State Project Manger

3.5.1. The State shall assign a Project Manager, whose duties include, but are not limited to:

3.5.1 Leading the Project.

3.5.2. Engaging and managing all contractors.

3.5.3. Managing significant issues and risks.

3.5.4. Reviewing and accepting Contract Deliverables.

3.5.5. Invoice sign-offs.

3.5.6. Reviewing and approving change proposals.

3.5.7. Managing stakeholders' concerns.

3.5.2 The State Project Manager is:

Nicholas Edraos, Data Analysis
129 Pleasant St.
Concord, NH
Tel: (603) 271-4451
Fax: (603) 271-4729

8. Modify Part 2, Section 16 Dispute Resolution, Dispute Resolution Responsibility and Schedule Table, to read:

Dispute Resolution Responsibility and Schedule Table

Level	Contractor	State	Cumulative Allotted Time
Primary	Dave Valko	Nicholas Edraos State Project Manager (PM)	5 Business Days
First	Mark Schmidt	Allison Parent Laila Robak State Project management Team (PMT)	10 Business Days
Second	Mark Schmidt	Lori A. Shibinette Commissioner Department of Health & Human Services	15 Business Days

9. Modify Exhibit A, Contract Deliverables, Subsection 2.1 SAAS Subscription Deliverables, to read;

2.1 SAAS Subscription Deliverables

Deliverables	Deliverable Type	Dates
Contractor SaaS Subscription	Software	Contract Effective Date through Contract Completion Date

10.

Contractor Initials DS DV
Date 3/25/2021

11. Modify Part 3, Exhibit B, Deliverable Payment Schedule, Subsection 1.1., Firm Fixed Price to read:

    1.1. This is a Firm Fixed Price (FFP) Contract as indicated in the Contract Part 1, P-37 General Provisions - Block 1.8 ("Price Limitation") for the period between July 1, 2016 and the date stated in P-37 General Provisions - Block 1.7 ("Completion Date"). The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Contractor Initials DS DV
Date 3/25/2021

All terms and conditions of the Contract not modified by this Amendment #1, remain in full force and effect. This Amendment shall be 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

3/25/2021
Date

DocuSigned by:
Joseph E. Ribsam, Jr.
AAE4DEB3C88E438...
Name: Joseph E. Ribsam, Jr.
Title: Director

BizStream, Inc.

3/25/2021
Date

DocuSigned by:
Dave Valko
A29CA9FA98B4A1...
Name: Dave Valko
Title: Director Sales & Marketing

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

OFFICE OF THE ATTORNEY GENERAL

3/31/2021
Date

DocuSigned by:
D5CA8202B22CA4E...
Name: Catherine Pinos
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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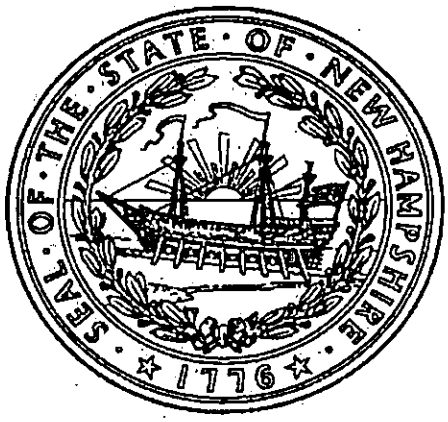
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that BIZSTREAM, INC. is a Michigan Profit Corporation registered to transact business in New Hampshire on May 17, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **670996**
Certificate Number: **0005321463**



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

William M. Gardner
Secretary of State

Filing History

Back to Home (/online)

Business Name	Business ID
BizStream, Inc.	670996

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005069200	01/06/2021	01/06/2021	Annual Report	2021
0004805363	02/14/2020	02/14/2020	Annual Report	2020
0004727659	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004367030	01/07/2019	01/07/2019	Annual Report	2019
0004305397	01/01/2019	01/01/2019	Annual Report Reminder	N/A
0003806724	01/12/2018	01/12/2018	Annual Report	2018
0003738242	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003509197	02/01/2017	02/01/2017	Annual Report	2017
0003486760	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003303018	05/12/2016	05/12/2016	Annual Report	2016
0003058897	03/04/2015	03/04/2015	Annual Report	2015
0002955115	03/11/2014	03/11/2014	Annual Report	2014
0002955114	01/22/2013	01/22/2013	Annual Report	2013
0002955113	05/17/2012	05/17/2012	Business Formation	N/A

Page 1 of 1, records 1 to 14 of 14

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

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CERTIFICATE OF AUTHORITY

I, **Brian McKeiver**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **BizStream, Inc**.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **March 25, 2021**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **David Valko, Director of Sales and Marketing,** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **BizStream, Inc.** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 3/31/2021

Signature of Elected Officer
Name: Brian McKeiver
Title: Vice President / Co-Owner

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BIZST-1

OP ID: TB

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2021

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
Linkfield & Cross Agency
1600 E. Beltline NE, Suite 211
Grand Rapids, MI 49525
Kevin J Cross

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LLOYD'S/CFC UNDERWRITING LTD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BIZ STREAM
SCHMIDT TECHNOLOGIES INC
11480 53RD AVE, STE A
ALLENDALE, MI 49401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE / OCCUR			ESI031212567	08/24/2020	08/24/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						POLLUTION	$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	ANY AUTO			ESI031212567	08/24/2020	08/24/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X 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						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	PROFESSIONAL			ESI031212567	08/24/2020	08/24/2021	EACH CLAI	5,000,000
							AGGREGATE	5,000,000

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

CERTIFICATE HOLDER

NEWHAMP

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tamara Brown

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BIZST-1

OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/29/2021

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PRODUCER
Linkfield & Cross Agency
1600 E. Beltline NE, Suite 211
Grand Rapids, MI 49525
Kevin J Cross

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : LLOYD'S/CFC UNDERWRITING LTD	
INSURER B :	
INSURER C : Travelers Casualty and Surety Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BIZ STREAM
SCHMIDT TECHNOLOGIES INC
11480 53RD AVE, STE A
ALLENDALE, MI 49401

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE / OCCUR			ESI031212567	08/24/2020	08/24/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						POLLUTION	$ 5,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	ANY AUTO			ESI031212567	08/24/2020	08/24/2021	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / X / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		UB-0N312728-20-42-G	12-12-20	12-12-21	E.L. EACH ACCIDENT	$ 1,000,000.00
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000.00
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000.00
B	PROFESSIONAL			ESI031212567	08/24/2020	08/24/2021	EACH CLAI	5,000,000
							AGGREGATE	5,000,000

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

CERTIFICATE HOLDER

NEWHAMP

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Tamara Brown

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

TYPE V INFORMATION PAGE WC 00 00 01 (A)

POLICY NUMBER: UB-0N312728-20-42-G

RENEWAL OF (UB-0N312728-19-42-G)

INSURER: TRAVELERS CASUALTY AND SURETY COMPANY
A Stock Company

NCCI CO CODE: 11223

1.

INSURED:
BIZSTREAM INC
11480 53RD AVE
STE A
ALLENDALE, MI 49401

PRODUCER:
AP INTEGO INS GROUP LLC
375 WOODCLIFF DR FL 1 STE 102
FAIRPORT, NY 14450

Insured is A CORPORATION

Other work places and identification numbers are shown in the schedule(s) attached.

2. The policy period is from 12-12-20 to 12-12-21 12:01 A.M. at the insured's mailing address.

3. A. **WORKERS COMPENSATION INSURANCE:** Part One of the policy applies to the Workers Compensation Law of the state(s) listed here:
MI

B. **EMPLOYERS LIABILITY INSURANCE:** Part Two of the policy applies to work in each state listed in item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident:	$	1,000,000	Each Accident
Bodily Injury by Disease:	$	1,000,000	Policy Limit
Bodily Injury by Disease:	$	1,000,000	Each Employee

C. **OTHER STATES INSURANCE:** Part Three of the policy applies to the states, if any, listed here:

AL AR AZ CA CO CT DC DE FL GA HI IA ID IL IN KS KY LA MA MD ME MN
MO MS MT NC NE NH NJ NM NV NY OK OR PA RI SC SD TN TX UT VA VT WI
WV

D. This policy includes these endorsements and schedules:

SEE LISTING OF ENDORSEMENTS - EXTENSION OF INFO PAGE

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All required information is subject to verification and change by audit to be made ANNUALLY

DATE OF ISSUE: 10-30-20 SD
OFFICE: PAYROLL 70A
PRODUCER: AP INTEGO INS GROUP LLC X9275

DocuSign Envelope ID: 104CBCB4-D382-4244-A858-7D32E5C88DE4

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Jeffrey A. Meyers
Commissioner

Lorraine Bartlett
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
FAX: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 15, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services Division for Children, Youth and Families to enter into a **sole source** agreement with BizStream, Inc. (Vendor #219839), 6101 Lake Michigan Drive, Building A, Suite 1600, Allendale, MI 49401, to provide operational support services for the continued use of the web-based residential management system for the John H. Sununu Youth Services Center in an amount not to exceed $149,940 effective July 1, 2016 or Governor and Executive Council approval whichever is later through June 30, 2021. 100% General Funds.

Funds to support this request are available in the following account in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018, 2019, 2020 and 2021 upon availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-442-421010-29600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS DEPT OF, HHS:HUMAN SERVICES, CHILD PROTECTION, ORG'L LEARNING & QUALITY IMPRVMNT

Fiscal Year	Class	Title	Activity Code	Budget
2017	066-500545	IT Training & Development	42106026	$29,988
2018	066-500545	IT Training & Development	42106026	$29,988
2019	066-500545	IT Training & Development	42106026	$29,988
2020	066-500545	IT Training & Development	42106026	$29,988
2021	066-500545	IT Training & Development	42106026	$29,988
			Total:	**$149,940**

EXPLANATION

This agreement is **sole source** because the vendor provides a Courtstream information system developed by BizStream which is specifically designed for use in a residential facility for youth. This proprietary system includes functionality essential to safety and security of the facility, including but not limited to incident reporting, alert features, and youth specific activity logs. Additionally, it provides functionality for effective and coordinated documentation of assessment and treatment, education and medical services provided to youth. Prior to the purchase of the Courtstream system, the previous system allowed only limited tracking of youth admission and discharge, and did not provide particularly for the facility management functions described above.

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The purpose of this agreement is to provide operational support and continued use of the web-based residential management system for John H. Sununu Youth Services Center. The John H. Sununu Youth Services Center provides an architecturally secure placement for two separate populations. One population consists of committed juveniles and the other consists of New Hampshire youth involved with the court system prior to adjudication. The vendor hosts a web-based software program that is currently in use for facility management, case management and case record management for both populations. Staff at the John H. Sununu Youth Services Center use the web-based system for all aspects of case management.

New Hampshire RSA 126-U, Limiting the Use of Child Restraint Practices in Schools and Treatment Facilities requires the Department to report incidents of physical restraint or seclusion to legislative committees annually. The system allows for the creation of custom forms which streamline the reporting process, including Performance Based Standards Reporting, which is used in the event of litigation and audits. Also, the system provides a more accurate method of data reporting which is used in budgeting and policy development.

BizStream has been providing the Courtstream web-based residential management system for the John H. Sununu Youth Services Center since 2011. The vendor meets the Department's business needs for a residential management software system. The costs of procuring and implementing a new system would exceed the costs in this agreement due to the need of obtaining new hardware and software, installation, and training of staff.

Should the Governor and Executive Council not authorize this request, the Division would experience a variety of information sharing related safety issues. For instance youth may not be appropriately separated due to the lack of the incident reporting, alert features, and youth specific activity logs which are provided through the Courstream system. Without a residential management system the Department would be forced to return to manual reporting systems that do not allow for timely and accurate information in order to make key policy decisions. Staff would not be able to report on such critical areas of detailed incident reports and population management.

Area Served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lorraine Bartlett
Director

Approved by:

Jeffrey A. Meyers
Commissioner

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

Denis Goulet
Commissioner

May 18, 2016

Jeffrey A. Meyers, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to contract with BizStream of Grand Rapids, MI, as described below and referenced as DoIT 2016-087.

> This contract is to provide operational support services for continued use of the web-based information management system for the John H. Sununu Youth Services Center in an amount not to exceed $149,940.00, effective July 1, 2016 or upon Governor and Executive Council approval, whichever is later, through June 30, 2021.

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

Sincerely,

Denis Goulet

DG/mh
2016-087

cc: Caroline Trexler

FORM NUMBER P-37 (version 5/8/15)

Subject: Residential Management System for SYSC

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-3857	
1.3 Contractor Name BizStream, Inc.		1.4 Contractor Address 11480 53rd Avenue, Suite A, Allendale, MI 49410	
1.5 Contractor Phone Number 877-692-4978	1.6 Account Number: 10-041-2024-102-500221	1.7 Completion Date June 30, 2021	1.8 Price Limitation $149,940
1.9 Contracting Officer for State Agency Eric D. Borrin		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Mark Schmidt, President.	

1.13 Acknowledgement: State of MI, County of Ottawa

On 5-12-2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

AREND D HUISKEN
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires April 12, 2020
Acting in the County of Ottawa

1.13.2 Name and Title of Notary or Justice of the Peace

1.14 State Agency Signature	1.15 Name and Title of State Agency Signatory LORRAINE BARTLETT DCYF DIRECTOR

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution)

By: Megan Yapp - Attorney On: 6/3/16

1.18 Approval by the Governor and Executive Council

By: On:

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder: and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination:
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9.DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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

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

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

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

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

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

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

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

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

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

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACTOR CONTRACT
CONTRACT 2016-087
CONTRACT AGREEMENT –PART 2

New Hampshire Department of Information Technology
Contract Cover Sheet

Name of Agency/Division: DHHS Division for Children, Youth & Families
Contract Number/Name: 2016-087 DHHS Contractor Contract
Contract Purpose: Operational Support Contract for Contractor which is a web-based residential management System currently being used by the John H. Sununu Youth Services Center. The Agreement includes five (5) years of Maintenance, Support and hosting services.
Name of Vendor: BizStream
Amount of Contract: $149,940
Term of Contract: Date of Governor and Council Approval through June 30, 2021
Competitive Bid Process: (Explain if "No") No. The Sununu center is currently using Contractor. The Contract is sole-source because the vendor is the sole provider of , support, maintenance, and hosting for this web-based Software.
Background Information: In April 2011, DHHS released an RFP for the procurement of a residential management System for the John H. Sununu Youth Services Center. Contractor was awarded a minor Contract with funds to provide web-based Software until January 30, 2016. A continued subscription for maintenance and support meeting the definition of supplies found in RSA 21-I-11 was approved until June 30, 2016. DHHS now seeks this operational support Agreement that includes Maintenance, Support, and Hosting.
Special Concerns:
Amendment History (if applicable): N/A

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACTOR CONTRACT
CONTRACT 2016-087
CONTRACT AGREEMENT –PART 2

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Contractor and agreed to by the State that describes at a minimum, the Specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A Contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or System
Contractor	The Contractor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Certification	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed Solution or process once development has begun.
Change Order	Formal Documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Contractor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contractor	The Contractor whose proposal or quote was awarded the Contract

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5-12-16

	with the State and who is responsible for the Services and Deliverables of the Contract.
COTS	Commercial off the Shelf
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Software	Software developed by the Contractor Specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term
DBA	Database Administrator
Deficiencies/Defects	A failure, Deficiency, or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **Class A Deficiency –** *Software* - Critical, does not allow System to operate, no work around, demands immediate action; *Written Documentation* - missing significant portions of information or unintelligible to State; *Non Software* - Services were inadequate and require re-performance of the Service. **Class B Deficiency –** *Software* - important, does not stop operation and/or there is a work around and user can perform tasks; *Written Documentation* - portions of information are missing but not enough to make the document unintelligible; *Non Software* - Services were deficient, require reworking, but do not require re-performance of the Service. **Class C Deficiency –** *Software* - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; *Written Documentation* - minimal changes required and of minor editing nature; *Non Software* - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements

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5-12-16

	produced by Change Orders
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users
Implementation	The process for making the System fully Operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information Systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer System
Invoking Party	In a dispute, the party believing itself aggrieved
Key Project Staff	Personnel identified by the State and by the contracted Contractor as essential to work on the Project.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence

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5-12-16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACTOR CONTRACT
CONTRACT 2016-087
CONTRACT AGREEMENT –PART 2

Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured on time, on budget and to the required Specifications and quality
Project Managers	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Contractor on the Project
Regression Test Plan	A plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of Reviewing Deliverables for Acceptance
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
SaaS- Software as a Service	Occurs where the COTS application is hosted but the State does not own the license or the code. The vendor allows the use of the Software as a part of their Service.
Service Level Agreement (SLA)	A signed Agreement between the Contractor and the State specifying the level of Service that is expected of, and provided by, the Contractor during the term of the Contract.
Services	The work or labor to be performed by the Contractor on the Project as described in the Contract.
Software	The Contractor application including any Custom Software operated by Contractor under the Contract
Software Deliverables	Software and Enhancements
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The BizSteam Software configured and Operational for the State.
Specifications	The written Specifications that set forth the requirements which include, without limitation, the Contractor Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire DEPARTMENT OF HEALTH AND HUMAN SERVICES 1056 North River Road Manchester, NH 03104 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and

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	objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The Contract Agreement SOW defines the results that the Contractor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	Any information related to this Project contained within Contractor application provided by the State of NH users , in addition to supporting information in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of Specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Contractor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of Specifications of the Contract Agreement
Test Plan	A plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when the contracted vendor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to Specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
Verification	Supports the confirmation of authority to enter a computer System, application or network
Warranty Period	A period of coverage during which the Contractor is responsible for

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	providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work Hours	Contractor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon Agreement with the State Project Manager.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by the Contractor either in paper or electronic format.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
CONTRACTOR CONTRACT
CONTRACT 2016-087
CONTRACT AGREEMENT –PART 2

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services ("State"), and BizStream (#219839), of Allendale, MI, ("Contractor"), having its principal place of business at 11480 53rd Avenue, Suite A, Allendale, MI 49410

RECITALS

The State desires to have Contractor provide Operational Support Services that include Enhancements and ongoing Software as a Service (SaaS) Maintenance and Support subscription to the Contractor application currently utilized by the Department of Health and Human Services Sununu Youth Center.

Contractor wishes to provide the State with Operational Support Services that include Enhancements and ongoing Software as a Service (SaaS) Maintenance and Support subscription to said application.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

A. Part 1 – State Terms and Conditions contained in the Form P-37
B. Part 2 – The Contract Agreement
C. Part 3 – Consolidated Exhibits
   Exhibit A- Contract Deliverables
   Exhibit B- Price and Payment Schedule
   Exhibit C- Special Provisions
   Exhibit D- Administrative Services
   Exhibit E- Implementation Services
   Exhibit E-1 – Security and Infrastructure
   Exhibit F- Testing Services
   Exhibit G- Maintenance and Support Services
   Exhibit H- Project Requirements
   Exhibit J- Software License
   Exhibit K- Warranty and Warranty Services
   Exhibit L- Training Services
   Exhibit M- Agency RFP with Addendums, by reference
   Exhibit N- Contractor Proposal, by reference

D. Part 4 – DHHS Exhibits
   Exhibit A – Scope of Services
   Exhibit B – Method, Schedule, and Conditions Precedent to Payment
   Exhibit C – Special Provisions
   Exhibit D – Certification Regarding Drug Free Workplace Requirements
   Exhibit E – Certification Regarding Lobbying
   Exhibit F – Certification Regarding Debarment Suspension and Other Responsibility Matters

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Exhibit G – Certification Regarding Americans with Disabilities Act Compliance
Exhibit H – Certification Regarding Environmental Tobacco Smoke
Exhibit I – HIPPA Business Associate Agreement
Exhibit J – Certification Regarding Federal Funding Accountability & Transparency Act (FFATA) Compliance

1.2 Order of Precedence

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

a. *The State of New Hampshire Terms and Conditions*, Form P-37- Part 1;
b. State of New Hampshire, Department of Health and Human Services Contract 2016-087, Parts 2 – 4.

1.3 Contract Term

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

The Contract shall begin on July 1, 2016 and extend through June 30, 2021. The State shall have the sole option, subject to the parties' prior written agreement on applicable fees for each extended term, to extend the Contract for up to eight (8) additional years, which shall not extend beyond June 30, 2029.

The Contractor shall continue work upon issuance of a Notice to Proceed by the State.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

3. CONTRACT MANAGEMENT

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

3.1 The Contractor's Contract Manager

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

Dave Valko
11480 53rd Avenue, Suite A
Allendale, MI 49410

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Tel: 877-692-4978
Email: dvalko@BizStream.com

3.2 The Contractor's Project Manager

3.2.1 Contract Project Manager

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

3.2.2 The Contractor Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Contractor's Project Manager must be available to promptly respond during Normal Business Hours within one (1) business day to inquiries from the State. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 The Contractor shall not change its assignment of the Contractor Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than the Contractor Project Manager being replaced; meet the requirements of the Contract, and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. The Contractor shall assign a replacement the Contractor Project Manager within ten (10) business days of the departure of the prior the Contractor Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim the Contractor Project Manager.

3.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

3.2.5 The Contractor Project Manager is:

Dave Valko
11480 53rd Avenue, Suite A
Allendale, MI 49410
Tel: 877-692-4978
Email: dvalko@bizstream.com

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3.3 Contractor Key Project Staff

3.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in Contract. The State may conduct reference and background checks on the Contractor Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks.*

3.3.2 The Contractor shall not change any the Contractor Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor Key Project Staff will not be unreasonably withheld. The replacement the Contractor Key Project Staff shall have comparable or greater skills than the Contractor Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in the Contract and be subject to reference and background checks described in Contract Agreement-Part 2, Section 3.6: *Reference and Background Checks.*

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

3.3.3.1 Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

Contractor's Key Project Staff:

Key Member(s)	Title	Time on Contract	Annual Salary	Billed To State
Cory Vanden Bout	Software Developer	12%	$55,000	12%
Dave Valko	Account Manager	.01%	$25,000	0%

3.4 State Contract Manager

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

Lorriane Bartlett
Department of Health and Human Services
129 Pleasant Street, Concord, NH 03301
Tel: (603) 271-4843
Fax: (603) 271-7982
Email: lbartlett@dhhs.state.nh.us

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3.5 State Project Manager

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

a. Leading the Project;
b. Engaging and managing all contractors ;
c. Managing significant issues and risks.
d. Reviewing and accepting Contract Deliverables:
e. Invoice sign-offs;
f. Review and approval of change proposals: and
g. Managing stakeholders' concerns.

The State Project Manager is:

Sherri Levesque
Department of Health And Human Services
129 Pleasant Street
Tel: (603) 271-4229
Email: slevesque@dhhs.state.nh.us

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality.*

4. DELIVERABLES

4.1 Contractor Responsibilities

The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 6: *General Contract Requirements* herein and the *Contract Agreement Part 1: State of New Hampshire Terms and Conditions-P-37.* The Contractor must submit all information and Documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

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

4.3 Non-Software and Written Deliverables Review and Acceptance

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

4.4 System/Software Testing and Acceptance

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

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and Services. State resources, information, and Services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 SaaS Software and Documentation

The Contractor shall provide the State with subscription Services and Documentation to the Contractor application set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

5.2 SaaS Support and Maintenance

5.3 Contractor shall provide the State with support and maintenance Services set forth in the Contract, and particularly described in. Exhibit G: *System Maintenance and Support*

Contractor must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

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

7. SERVICES

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

7.1 Administrative Services

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

7.2 Implementation Services

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

7.3 Testing Services

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

7.4 Training Services

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

8. WORK PLAN DELIVERABLE

Work Plan not required.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of the Contractor's receipt of a Change Order, the Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease).

The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of

Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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

10. INTELLECTUAL PROPERTY

Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and associated Documentation including any and all performance enhancing operational plans and the Contractor's special utilities.

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

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Contractor's Materials

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 Custom Software Source Code

Contractor shall retain the full-rights to any custom developed source code.

10.4 Survival

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

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

11.2 State Confidential Information

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

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

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

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

11.3 Contractor Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-

A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4 Survival

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

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

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

12.2 Contractor

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State shall not exceed two times (2X) the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions.*

Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to the Contractor's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

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

12.4 Survival

This *Contract Agreement*- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

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

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term, or condition of the Contract

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

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

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

c. Set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default;

d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs: all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 Termination for Conflict of Interest

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

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

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

13.4 Termination Procedure

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

13.4.2 Following receipt of a notice of termination, and except as otherwise directed by the State, the Contractor shall:

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent

required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of the Contractor and in which the State has an interest;

d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and

e. Provide written Certification to the State that the Contractor has surrendered to the State all said property.

f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

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

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

15.1 The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

15.2 The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any event of default of the provisions of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns

for such period of time as determined necessary by the State: or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Dave Valko	Nicholas Edraos State Project Manager (PM)	5 Business Days
First	Mark Schmidt	Sherri Levesque Lorraine Bartlett State Project Management Team (PMT)	10 Business Days
Second	Mark Schmidt	Jeffrey Meyers DHHS Commissioner	15 Business Days

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

17. GENERAL PROVISIONS

17.1 Travel Expenses

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

The Contractor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

17.2 Shipping and Delivery Fee Exemption

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

17.3 Project Workspace and Office Equipment

Not applicable to this Contract.

17.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware as required to complete contracted Services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

17.5 Required Work Procedures

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

17.6 Computer Use

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

a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or Agreements relating to System entry/access.

d. That all Software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such Software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

e. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.7 Email Use

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

17.8 Internet/Intranet Use

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

17.9 Regulatory Government Approvals

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

17.10 Force Majeure

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

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

17.11 Insurance

17.11.1 Contractor Insurance Requirement
See Contract Agreement Part 1-Form P-37 Section 14.

17.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

17.11.3 Exhibits

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

17.12 Venue and Jurisdiction

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

17.13 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement*

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Exhibit D Section 3: Records Retention and Access Requirements, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and Contract Agreement Part 2-Section 11: *Use of State's Information, Confidentiality* and Contract Agreement Part 1- Section 13: *Indemnification* which shall all survive the termination of the Contract.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087 PART 3
EXHIBIT A
CONTRACT DELIVERABLES

1. DELIVERABLES, MILESTONES AND ACTIVITIES

The Contractor shall provide the State with Operational Support Services that include Change Requests, Enhancements and an ongoing Software as a Service (SaaS) Maintenance and Support subscription to the Contractor application currently utilized by the Department of Health and Human Services Sununu Youth Center, which will meet and perform in accordance with the Specifications and Deliverables that are in accordance with the time frames in the Work Plan.

Prior to the commencement of work on Non-Software and Written Deliverables, Contractor shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.

The Deliverables are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 SAAS Subscription Deliverables

	Deliverables	Deliverable Type	Dates
1	Contractor SaaS Subscription	Software	Year 1
2	Contractor SaaS Subscription	Software	Year 2
3	Contractor SaaS Subscription	Software	Year 3
4	Contractor SaaS Subscription	Software	Year 4
5	Contractor SaaS Subscription	Software	Year 5

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087 PART 3
EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Price

This is a Contract totaling $149,940.00 for the period between July 1, 2016 and June 30, 2021. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following Activities, Deliverables, or Milestones at pricing/rates appearing in the price and payment tables below:

1.1.1 SAAS Subscription Payments

	Deliverable	Deliverable Type	Dates	Payment Amount
1	Contractor SaaS Subscription	Software	Year 1	$29,988.00
2	Contractor SaaS Subscription	Software	Year 2	$29,988.00
3	Contractor SaaS Subscription	Software	Year 3	$29,988.00
4	Contractor SaaS Subscription	Software	Year 4	$29,988.00
5	Contractor SaaS Subscription	Software	Year 5	$29,988.00

2. TOTAL CONTRACT PRICE

The Contract price, method of payment and terms of payment are identified in Form P-37 General Provisions, Section 1: Identification Block 1.8 Price Limitation and Contract Exhibit B: Price and Payment Schedule.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

Contractor shall submit monthly invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable. Reasonable efforts shall be made by the State to submit payment for invoices to Contractor within 30 calendar days of the receipt of invoices.

Invoices shall be sent to:
Department of Health and Human Services
Attn: Brenda Courchaiane
1056 North River Road
Manchester, NH 03104

4. PAYMENT ADDRESS

All payments shall be sent to the following address:

BizStream

Attn: Dave Valko
11480 53rd Avenue, Suite A
Allendale, MI 49410

5. OVERPAYMENTS TO CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold 25% of the price for each Deliverable, except Software license fees, as set forth in the Payment Table above, until successful conclusion of the Warranty Period.

8. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

This Contract is funded with funds from CFDA #16.540. Federal Agency: Office of Juvenile Justice and Delinquency Prevention. Juvenile Accountability Block Grant.

9. KEY PERSONNEL COSTS

Key Member(s)	Title	Time on Contract	Billed To State	Annual Salary
Cory Vanden Bout	Software Developer	12%	$55,000	12%
Dave Valko	Account Manager	.01%	$25,000	0%

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087- PART 3
EXHIBIT C
SPECIAL PROVISIONS

1. Special Provisions

There are no Special provisions

2. NOTICE- Replace notification to the addressed parties on Contract Agreement Part 1- Section 17 at the addresses given in blocks 1.2 and 1.4 of the Form P-37, to notify the parties below:

Notice

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

TO CONTRACTOR:	TO STATE:
Dave Valko	Sherri Levesque
11480 53rd Avenue.	Department of Health and Human Services
Suite A	1056 North River Road
Allendale, MI 49410	Manchester, NH 03104
877-692-4978	Tel: (603) 271-4229

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

Contractor's Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Special Meetings**: Need may arise for a Special meeting with State leaders or Project stakeholders to address Specific issues.

As reasonably requested by the State, Contractor shall provide the State with information or reports regarding the Project. Contractor shall prepare Special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

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

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

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

4. ACCOUNTING REQUIREMENTS

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

5.WORK HOURS

State personnel shall be available to Contractor during normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon Agreement with the State Project Manager.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3
EXHIBIT E
IMPLEMENTATION SERVICES

Exhibit E does not Apply

1. SECURITY

Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and Services provided based on the security requirements defined in the Agreement. Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and data.

The System will employ state-of-the-art electronic security to prevent unauthorized access to confidential data and documents. Contractor will be responsible for all aspects of the Project as defined in the Statement of Work. These Services could include but are not limited to:

- Physical Security Assessment of the Data Center;
- Application Security Assessment;
- Database Security Assessment;
- Wireless Security Assessment;
- Security Policy and Procedure Assessment; AND
- HIPAA Compliance.

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

2. SECURITY DESIGN AND ARCHITECTURAL FEATURES

2.1. At a minimum, Contractor must:

2.1.1. Ensure that users and any interfacing applications are identified and that their identities are properly verified;

2.1.2. Ensure that users and client applications can only access Data and Services for which they have been properly authorized;

2.1.3. Ensure that unauthorized malicious programs (e.g., viruses, worms and Trojan horses) do not infect the application;

2.1.4. Ensure that communications and Data integrity are not intentionally corrupted via unauthorized creation, modification or deletion;

2.1.5. Ensure that the parties to interactions with the application cannot later repudiate or rebut those interactions;

2.1.6. Ensure the detection, recording and Review of attempted access or modification by unauthorized individuals;

2.1.7. Ensure that confidential Data and sensitive communications are kept private.

2.1.8. Ensure that unauthorized System maintenance does not unintentionally disrupt the security mechanisms of the application or supporting hardware.

2.1.9. Conduct to load and stress test Software to determine its ability to withstand Denial of Service (DoS) attacks;

2.1.10. Employ a patch schedule to protect the System from new security vulnerabilities as they arise;

2.1.11. Have the ability to be installed in a "locked-down" fashion so as to turn off unnecessary features (user accounts, operating system Services, etc.) thereby reducing the System's security vulnerabilities and attack surfaces available to System hackers and attackers;

2.1.12. The application shall not store authentication credentials or sensitive Data in its code.

2.2. For usernames and passwords, Contractor shall:

2.2.1. Enforce complex passwords of ten characters or more, in accordance with DoIT's statewide User Account and Password Policy (Currently passwords must contain a combination of upper and lower case characters and at least one number or Special character not defined as letters or numerals such as @,&,!);

2.2.2. Enforce unique user names;

2.2.3. Encrypt passwords in transmission and at rest within the database;

2.2.4. Expire passwords after a definite period of time

2.2.5. Have the ability to limit the number of people that can grant or change authorizations;

2.2.6. Have the ability to enforce session timeouts during periods of inactivity.

2.2.7. Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP)TopTen (http://www.owasp.org/index.php/OWASP_Top_Ten_Project);

2.2.8. Detect and record all attempted accesses that fail identification, authentication and authorization requirements;

2.2.9. Log all activities to prevent parties to application transactions from denying that they have taken place;

2.2.10. Allow a user to explicitly terminate a session. No remnants of the prior session should then remain;

2.2.11. The application shall NOT display explicit error and exception handling when not executing as designed in the production environment;

2.3. Numerous security and privacy regulations, both State and federal apply to client and business information contained in all State of New Hampshire's information Systems. Every Authorized User has the responsibility to assure the protection of Information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

3. ACCESS AND COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, network Systems, security Systems, and hardware as required to complete the contracted Services.

4. EMERGENCY AND DISASTER RECOVERY

The Contractor software is hosted and State Data is stored by the Third party Trivalent Group, 3145 Prairie St, Grandville, MI 49418. Contractor shall assure that all data is replicated and store separately in two different data centers. If failure of the primary hosting environment should occur, the secondary

environment would take over. A brief interruption in Service may occur. Hosting servers, data base servers, DNS Services, disc, and Internet Access are all replicated to ensure no single points of failure.

In the event of an emergency, as determined by the State of New Hampshire, Contractor shall provide the State of New Hampshire's data in a standard format on appropriate media.

In the event of an emergency and Contractor ceases operations, either voluntarily or involuntarily, or files a petition for liquidation pursuant to Chapter 7 of the United States Bankruptcy Code, the State of New Hampshire may present a copy of this Agreement to Trivalent Group, or such third party as is then hosting Contractor's Software and State of New Hampshire data, and may, without further approval from Contractor, obtain a copy of the Software source code and a copy of the data in an industry standard format compatible with the Software. The State of New Hampshire shall be responsible for all costs charged by Trivalent Group, or such third party as is then hosting Contractor's Software source code and State of New Hampshire's data, incurred in providing a copy of the Software and the data pursuant to this agreement.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3
EXHIBIT F
TESTING SERVICES

Exhibit F does not apply.

1. SYSTEM MAINTENANCE

Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation.

1.1 Contractor's Responsibility

Contractor shall maintain the Application System in accordance with the Contract 24 hours a day, 7 days a week. The System shall be available to State users in accordance with the specification in Exhibit H: Project Requirements.

1.1.1 Maintenance Releases

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

1.2 Server Maintenance

When possible, Contractor shall conduct all server maintenance during hours when utilization is the lowest.

2. SYSTEM SUPPORT

2.1 Contractor's Responsibility

Contractor will be responsible for performing Software support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies (Telephone Support)

For all Class A Deficiencies, Contractor shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;

b. Class B & C Deficiencies

The State shall notify Contractor of such Deficiencies during regular business hours and Contractor shall respond back within four (4) hours of notification of planned corrective action;

3. SUPPORT OBLIGATIONS AND TERM

Contractor agrees to maintain, repair, and correct Deficiencies in the System in accordance with the Specifications, Terms and requirements of the Contract, including, without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or deficient Software and Documentation.

3.1 Maintain the System in accordance with the Specifications and Terms of the Contract

3.2 Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;

3.3 Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;

3.4 Contractor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;

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

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

3.7 If Contractor fails to correct a Deficiency within the allotted period of time stated above, Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return Contractor's product and receive a refund for all amounts paid to Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to Contractor of the State's refund request

3.8 If Contractor fails to correct a Deficiency within the allotted period of time Stated above, Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Contractor in default, terminate the Contract and pursue its remedies shall remain in effect for the term of the Contract, including any extensions.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3
EXHIBIT H
PROJECT REQUIREMENTS

REQ #	REQUIREMENTS
	General Requirements
G-1	Contractor shall provide Project Staff as specified in the Contract.
G-2	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained. The response shall describe the formats that will be used to produce the Project Documentation.
G-3	Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.
	TECHNICAL REQUIREMENTS
T-1	Web-based compatible and in conformance with the following W3C standards: 6 XHTML 1.0 7 CSS 2.1 8 XML 1.0 (fourth edition)
T-2	MS SQL Server Database/ORACLE Database
T-3	GUI Interface Technologies
T-4	Windows 7 or above
	SECURITY REQUIREMENTS
S-1	Verify the identity or authenticate all of its client applications before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
S-2	Verify the identity or authenticate all of its human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.
S-3	Enforce unique user names.
S-4	Enforce complex passwords of ten characters or more. in accordance with DoIT's statewide User Account and Password Policy (Currently passwords must contain a combination of upper and lower case characters and at least one number or special character not defined as letters or numerals such as @,&,!)
S-5	Encrypt passwords in transmission and at rest within the database.
S-6	Expire passwords after a definite period of time
S-7	Ability to limit the number of people that can grant or change authorizations
S-8	Ability to enforce session timeouts during periods of inactivity.
S-9	Ensure application has been tested and hardened to prevent critical application security flaws. At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)
S-10	The application shall not store authentication credentials or sensitive Data in its code.
S-11	Detect and record all attempted accesses that fail identification. authentication and authorization requirements.
S-12	The application shall log all activities to prevent parties to application transactions from denying that they have taken place.
S-13	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.
S-14	The application shall NOT display explicit error and exception handling when not executing as designed in the production environment
S-15	Keep any sensitive Data or communications private from unauthorized individuals and programs.
S-16	Subsequent application enhancements or upgrades shall not remove or degrade security requirements
	OPERATING ENVIRONMENT REQUIREMENTS

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3
EXHIBIT H
PROJECT REQUIREMENTS

H-1	Contractor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins. State access will be via Internet Browser
H-1.a	At the State's option, authorized third parties must be allowed limited access by Contractor to certain levels of the State's system through the VPN or through a separate network connection that meets Contractor's specifications.
H-2	At a minimum, the System should support this client configuration; Windows 7 or above or latest version of browser but nothing less than 2 versions below latest Browser encryption TLS 1.2 and 2568HA (SHA2). The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.
H-2.a	Contractor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of Contractor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside Contractor's firewall or any issues that are the responsibility of the State Internet Service Provider. .
H-3	Contractor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup Services.
H-4	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.
H-5	Data Center Humidity shall be non-condensing and be maintained between 40-55% with maximum dew point of 62 °F.
H-6	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.
H-7	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.
H-8	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.
H-9	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.
H-10	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.
H-11	Contractor must monitor the application and all servers.
H-12	Contractor shall manage the databases and services on all servers located at Contractor's facility.
H-13	Contractor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.
H-14	Contractor shall monitor System, security, and application logs and DB logs.
H-15	Contractor shall manage the sharing of data resources.
H-16	Contractor shall manage daily backups, off-site data storage, and restore operations.
H-17	Contractor shall monitor physical hardware.
H-18	Contractor shall immediately report any breach in security to the State of New Hampshire.
OPERATING ENVIRONMENT REQUIREMENTS – DISASTER RECOVERY	
H-19	Contractor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.

H-20	Contractor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.
H-21	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.
H-22	Contractor shall adhere to a defined and documented back-up schedule and procedure.
H-23	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.
H-24	Scheduled backups of all servers must be completed regularly The minimum acceptable frequency is differential backup daily, and complete backup weekly
H-25	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.
H-26	If the State Data contains personally identifiable information, the Data must be encrypted on the back-up tape.
H-27	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, Contractor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.
	OPERATING ENVIRONMENT REQUIREMENTS
	NETWORK ARCHITECTURE
H-28	Contractor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this contract, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window. Transaction performance must be maintained at an average of 3 seconds per transaction (when run from Contractor's site). Contractor will not be responsible for and performance delays caused by State equipment or infrastructure.
H-29	Contractor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet vendors so that a failure of one Internet connection will not interrupt access to the State application.
H-30	Where redundant connections are not provided, then the Internet Contractor who provides the Internet service to Contractor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.
H-31	Contractor' network architecture must include redundancy of routers and switches in the Data Center.
H-32	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server -resources not in the DMZ. Contractor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).
	OPERATING ENVIRONMENT REQUIREMENTS
	SECURITY
H-33	Contractor shall employ security measures ensure that the State's application and data is protected.
H-34	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.
H-35	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.
H-36	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.
H-37	In the development or maintenance of any code, Contractor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All

	software and hardware shall be free of malicious code.
H-38	Contractor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that Contractor learns of their occurrence.
H-39	Contractor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of Contractor' hosting infrastructure and/or the application.
H-40	Contractor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.
H-41	Contractor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of Contractor' hosting infrastructure and/or the application upon request.
H-42	Contractor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of Contractor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.
OPERATING ENVIRONMENT REQUIREMENTS	
SERVICE LEVEL AGREEMENT	
H-43	Contractor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.
H-44	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.
H-45	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
H-46	The State shall have unlimited access, via phone or Email, to Contractor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST;
H-47	Contractor response time for support shall conform to the specific deficiency class as described in Exhibit G.
H-48	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.
H-49	Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.
H-50	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.
H-51	Contractor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.
H-52	Contractor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window
H-53	If Contractor is unable to meet the 99.9% uptime requirement, Contractor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.
H-54	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.
H-55	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.
H-56	All hardware and software components of Contractor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc, shall be applied within sixty (60) days of release by their respective manufacturers.
H-57	Contractor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: o Server up-time o All change requests implemented, including operating system patches o All critical outages reported including actual issue and resolution o Number of deficiencies reported by class with initial response time as well as time to close.
H-58	Contractor shall provide the State with a personal secure FTP site to be used the State for uploading

	and downloading files.
	FUNCTIONAL REQUIREMENTS
F-1	Web-based software solution to enable the facility to go "paperless."
F-2	The security must be robust and maintain the confidentiality of our residents.
F-3	The Division shall maintain exclusive rights to any and all Division data. Further, if the Division and selected Contractor terminate their contract then the Division will be given any and all data entered by the Division in a suitable medium.
F-4	Familiar browser user interface.
F-5	User defined menus.
F-6	User customizable pull down data fields
F-7	Intuitive navigation.
F-8	Automatic off-site data backups.
F-9	User generated custom form generator.
F-10	Events calendar.
F-11	Shared document storage (Document Manager).
F-12	Custom form generator.
F-13	Ability to add attachments.
F-14	Supports signature pads.
F-15	Alert other based on events.
F-16	At least 128 bit data encryption.
F-17	Authorized user access only.
F-18	Administrator defined security groups.
F-19	Current group's/user's permission setting matrix.
F-20	Password protected.
F-21	Password strength indicator.
F-22	Forced password change option available.
F-23	Complete audit trail.
F-24	Various types of data pertaining to a juvenile are visually organized into a "Juvenile Data Complex" or dashboard, a single-screen interface within which the user can rapidly find and display the respective groupings of available data. Examples of desired tabs-panels (or equivalent) within the Juvenile Data Complex: Physical Description, Associated Parties, Court Cases, Assessments, Chrono Notes, Documents
F-25	Search for a juvenile by name fragment, returning a list of the full names of all people for whom a search-term match was found. Name searches must utilize Soundex or equivalent.
F-26	Search for a juvenile by one of several ID number types, returning a list of the full names of all people for whom a search-term match was found. The user specifies the type of number being used.
F-27	A new "Juvenile Data Complex" cannot be created without first conducting a name or ID number search to determine whether that person is already in the database. The "Add New" button (or equivalent mechanism) is not available until a search has been performed.
F-28	Efficient intake (less than 10 minutes).
F-29	Intake completion reminder.
F-30	Personal possession log.
F-31	Gang affiliation.
F-32	Case log (real time history).
F-33	Case manager current case load overview.
F-34	Case notes (real time history).

F-35	Case plan.
F-36	Medical history.
F-37	Medical alerts.
F-38	Medication tracking.
F-39	Events calendar.
F-40	Shared document storage (Document Manager).
F-41	Custom form generator.
F-42	Ability to add attachments.
F-43	Supports signature pads.
F-44	Alert other based on events.
F-45	At least 128 bit data encryption.
F-46	Authorized user access only.
F-47	Incident reports (real time history with alerts).
F-48	Progress reports.
F-49	Enter, edit, or view physical description data for a juvenile. Example data elements: Height, Weight, Eye Color, Hair Color, Race, Identifying Marks.
F-50	Display a digital photograph of the juvenile. Assumes a means of importing a digital image file from an external source
F-51	View previous (i.e., not currently displayed) digital photos of the juvenile.
F-52	Maintain multiple names for the same individual, with one designated as the primary name. Name searches must search all names – primary and alternate/alias.
F-53	Maintain multiple identification numbers for the juvenile, each labeled with the type of number. Example number types: system's unique ID, SSN, driver's license.
F-54	Maintain multiple addresses for the juvenile. Start Date for each allows chronological history of residence.
F-55	Enter, edit, or view information pertaining to an Associated Party of the juvenile. Example data elements: Name, Address, Relationship Type, Approved Visitor? (Y/N), Incident Contact? (Y/N).
F-56	Display a list of the Associated Parties for the juvenile. Used to select a particular Associated Party of interest and display its detail record.
F-57	Enter, edit, or view data pertaining to a Juvenile Court Case and its charges. Example data elements: Court, Criminal Charge, Docket #, Date, JPPO, Attorney, GAL.
F-58	Display a list of a juvenile's Court Cases, including all Charges filed and all associated court actions. Desired: Charges and court actions are listed under each Case; the user does not have to open a Case detail record to see these.
F-59	Enter, edit, or view information pertaining to an instrument-based behavioral and health Assessment administered to the juvenile at admission. Example data elements: Assessment Type, Assessment Date, Staff Member Administering, Results, Comments.
F-60	Display a list of Assessments for the juvenile. Used to select a particular Assessment of interest and display its detail record. Desired columns include: Assessment Type, Assessment Date.
F-61	Display a previously completed questionnaires.
F-62	Create, Edit, or view a Chrono Note pertaining to a juvenile. A "chrono note" is a dated textual comment specific to an individual juvenile. Example data elements: Date, Time, Staff Member (author), Topic Category.
F-63	Display a list of Chrono Notes for a juvenile. Used to select a particular Chrono of interest and display its detail record. Desired filter criteria include: Juvenile, Staff Member (author), Topic Category, date range. Text searching is desired.
F-64	Display a list of electronic document files pertaining to the juvenile. Used to select a particular document of interest and launch it for on-screen viewing. These documents – MS Word documents, imaged document files, etc. – will likely reside on a separate

	file server. Desired: The contents of a juvenile's directory on that server are listed as hyperlinks within the corrections application's interface.
F-65	Display a filterable list ("roster") of juveniles currently residing in the Juvenile Detention Center. Desirable columns include: Name, Residence Unit, Room, Risk Status Indicator(s), Restraint/Seclusion Indicator, Next Appointment (Type, Date, Time).
F-66	Change a juvenile's Residence Unit. Data elements: Residence Unit, Start Date. Superseded Residence Unit assignments must be retained in the database.
F-67	Enter or change a juvenile's Room assignment within a Residence Unit. Desired: When the JDC or CHS roster is filtered by Residence Unit, Room Number appears in the juvenile's row as a hyperlink. Clicking the link displays a means for entering a different Room Number. Data elements: Room Number, Start Date. Superseded Room assignments must be retained in the database.
F-68	Update a resident's Risk Status for a Risk Type. Examples of Risk Types: Suicide Risk, Run Risk (Home School only), Medical Risk. Each Risk Type is set independently. Desired: When a juvenile is placed on risk status, an indicator appears in that person's row on the roster. A history of Risk Statuses must be maintained: instances of status change must be stored, with a date/time for each change.
F-69	Add a juvenile to the waiting list for a specified treatment or consequence program; remove a person from a waiting list. Waiting lists are currently maintained for two destinations – the County Home School and the "Beta" short-term consequence program housed at JDC. Other waiting lists may be needed in the future.
F-70	Display a list of the juveniles who are currently awaiting available space in a specified treatment or consequence program. Juveniles on the waiting list are ranked only by the date they were placed on the list.
F-71	Record the performance of a Well-Being Check on detainee. A visual well-being check must be performed every 15 minutes for all residents who are in their rooms at that time. Residents on Suicide Watch status must be checked every 5 minutes. Due to the frequency of checks, it is highly desirable to have a simple "one-click" method to record the necessary data: Juvenile, Staff Member, Date, and Time.
F-72	Display a list of Well-Being Checks that have been performed. Desired filter criteria include: Juvenile, Staff Member, Check Type (Routine or Suicide Watch), and date/time range. Desired: A mechanism for filtering the list to show only well-being checks not performed within mandated parameters, e.g., recorded late, not recorded
F-73	Enter, edit, or view information pertaining to an Incident involving one or more juveniles. Must be able to associate more than one juvenile with a single Incident; also more than one Staff Member, each with their own incident description narrative.
F-74	Display a list of Incident records. Used to select a particular Incident of interest and display its detail record. Desired filter criteria include but are not limited to: Incident Type, Juvenile, Staff Member, date range.
F-75	Enter, edit, or view data pertaining to a Consequence – i.e., an instance of a juvenile being placed in

	residence room confinement, off-unit seclusion, or restraint. Example data elements: Consequence Type, Start Date/Time, Duration of Consequence ("Sentence," in hours), cross-reference to Incident Report (if any).
F-76	Display a list of Consequence records. Used to select a particular Consequence of interest and display its detail record. Desired filter criteria include: Juvenile, Residence Unit, Consequence Type, date range.
F-77	Alert appropriate users when a Consequence sentence is near expiration.
F-78	Create, update, or view a record of required Daily Activities allowed a juvenile who has been placed in residence room confinement or off-unit seclusion. The set of required Activities is a short, fixed list – e.g., Shower, Telephone Call, Large-Muscle Exercise.
F-79	Enter, edit, or view data pertaining to a visits/telephone calls/mail received by a juvenile. Example data elements: Visitor Name (an Associated Party), Date, Start Time, Visit Reason.
F-80	Display a list of visits/telephone calls/mail made to residents. Used to select a particular Visit of interest and display its detail record. Desired filter criteria include: Juvenile, Residence Unit, Visitor Name, date range.
F-81	Enter, edit, or view information pertaining to a medical, dental, or psychiatric Examination or Treatment of a juvenile. Example data elements: Juvenile, Exam/Treatment Type, Date, Practitioner Name, Comments.
F-82	Display a list of Treatment Goals for a given juvenile, showing the progress status information for each goal. Used to select a particular Treatment Goal & Progress record for updating. When printed, serves as a Progress Report on the juvenile.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3
EXHIBIT I
WORK PLAN

Exhibit I does not apply.

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Exhibit J is not applicable to this Contract.

1. WARRANTIES

1.1 Services

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

1.2 Software

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

For any breach of the above Support and Maintenance warranty, the State's remedy, and Contractor's entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6 Services

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

1.7 Personnel

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.

2. WARRANTY SERVICES

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

Warranty Services shall include, without limitation, the following:

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

In the event Contractor fails to correct a Deficiency within the allotted period of time, the State may, at its option, 1) declare Contractor in default, terminate the contract, in whole or in part, without penalty or liability to the State and 2) pursue its remedies available at law and in equity.

Notwithstanding any provision of this Contract, pursuant to Contract Agreement -Part 2 Section 13.1, the State's option to declare Contractor in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

3. WARRANTY PERIOD

The Warranty Period shall commence upon the State's issuance of a Letter of Acceptance for the UAT and extend for 120 days.

If within the last thirty (30) calendar days of the Warranty Period, the Software fails to operate in accordance with its Specifications, the Warranty Period will cease, Contractor shall correct the Deficiency, and a new 120 days Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for 120 consecutive calendar days.

Exhibit L does not apply to this contract.

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EXHIBIT M – NOT APPLICABLE TO THIS CONTRACT

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N/A.

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5-12-16

DocuSign Envelope ID: 104CBCB4-D382-4244-A858-7D32E5C88DE4

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

The following attachments are hereby incorporated into this Contract:

1. Attachment I – Project Requirements
2. NH Exhibit D - Certification Regarding Drug-Free Workplace Requirements
3. NH Exhibit E – Certification Regarding Lobbying
4. NH Exhibit F – Certification Regarding Department Suspension and Other Responsibility Matters
5. NH Exhibit G – Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination. Equal Treatment of Faith-based Organizations and Whistleblower Protections
6. NH Exhibit H – Certification Regarding Environmental Tobacco Smoke
7. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement
8. NH Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
9. IRS Publication 1075 Exhibit 7 - Contract Language for Technology Services

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5-12-16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

1. NEW HAMPSHIRE EXHIBIT D – CERTIFICATION REGARDING DRUG-FREE WORKPACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it shall or shall continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 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);

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5-12-16

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1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee shall
   1.4.1. Abide by the terms of the statement; and
   1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
   1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
   1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Contractor Name:

5-12-16
Date

Name: Mark Schmidt
Title: President

2. NH EXHIBIT E – CERTIFICATION REGARDING LOBBYING

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

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

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

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

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

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

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

5-12-16
Date

Name: Mark Schmidt
Title: President

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3. NH Exhibit F – Certification Regarding Department Suspension and Other Responsibility Matters

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Proposal (Contract), the prospective primary participant is providing the Certification set out below.

2. The inability of a person to provide the Certification required below shall not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the Certification. The Certification or explanation shall be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a Certification or an explanation shall disqualify such person from participation in this transaction.

3. The Certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous Certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to which this Proposal (Contract) is submitted if at any time the prospective primary participant learns that its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "Proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this Proposal (Contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this Proposal that it shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without

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modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a Certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the Certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the Certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

PRIMARY COVERED TRANSACTIONS

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

12. Where the prospective primary participant is unable to certify to any of the statements in this Certification, such prospective participant shall attach an explanation to this Proposal (Contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier Proposal (Contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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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 shall include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

5-12-16
Date

Name: Mark Schmidt
Title: President

MS
5-12-16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

4. NH Exhibit G – Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination. Equal Treatment of Faith-based Organizations and Whistleblower Protections

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

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

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

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grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

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

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

1. By signing and submitting this Proposal (Contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

5-12-16
Date

Name: Mark Schmidt
Title: President

MS
5-12-16

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5. NH Exhibit H – Certification Regarding Environmental Tobacco Smoke

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

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

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

Contractor Name:

5-12-16
Date

Name: Mark Schmidt
Title: President

DocuSign Envelope ID: 104CBCB4-D382-4244-A858-7D32E5C88DE4

6. NH Exhibit I – Health Insurance Portability Act Business Associate Agreement

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

(1) Definitions.

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

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

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

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

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

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

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

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k. "Protected Health Information" shall have the same meaning as the term "Protected Health Information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the Services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For Data aggregation purposes for the Health Care Operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an Agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

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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 within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate Agreements with Contractor's intended business associates, who shall be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard Contract provisions (P-37) of this Agreement for the purpose of use and disclosure of Protected Health Information.

f. Within five (5) business days of receipt of a written request from Covered Entity,

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Business Associate shall make available during Normal Business Hours at its offices all records, books, Agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

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

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

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

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

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

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

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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

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5-12-16

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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.

DHHS-DCYF	BizStream, Inc.
The State	Name of the Contractor
Lorraine Bartlett	
Signature of Authorized Representative	Signature of Authorized Representative
LORRAINE Bartlett	Mark Schmidt
Name of Authorized Representative	Name of Authorized Representative
DCYF DIRECTOR	President
Title of Authorized Representative	Title of Authorized Representative
5-18-2016	5-12-16
Date	Date

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5-12-16

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

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

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

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

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

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

5-12-16
Date

Contractor Name:

Name: Mark Schmidt
Title: President

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

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

MS
5-12-16

DocuSign Envelope ID: 104CBCB4-D382-4244-A858-7D32E5C88DE4

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BIZSTREAM CONTRACT
CONTRACT 2016-087-PART 3-
EXHIBIT O
CERTIFICATES AND ATTACHMENTS

1. The DUNS number for your entity is: _____

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

_X_ NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

MS
5-12-16