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

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

June 24, 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 of Public Health Services, to enter into a **Sole Source** contract with MTX Group, Inc. (VC#287674), Troy, NY in the amount of \$1,009,260 for professional services to support the Department's COVID-19 contact tracing system and for helpdesk assistance for the Child Care Connections Information System, with the option to renew for up to three (3) additional years, effective upon Governor approval through October 31, 2022. 100% Federal Funds.

Funds are anticipated to be available in State Fiscal Years 2022 and 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.

05-95-42-421110-29770000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: HUMAN SERVICES, CHILD DEVELOPMENT, CHILD DEVELOPMENT PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	42117766	\$399,260
			Subtotal	\$399,260

05-95-90-903010-1901 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS; HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF PUBLIC HEALTH LABORATORIES, ELC CARES COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90183518	\$250,000
2022	102-500731	Contracts for Prog Svc	90183538	\$261,440
2023	102-500731	Contracts for Prog Svc	90183538	\$98,560
			Subtotal	\$610,000
			Total	\$1,009,260

EXPLANATION

This request is **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic. The Contractor was chosen by the Department in April 2020 to implement a web-based technology solution to serve as the state's contact tracing system. The State of NH requires vendor expertise to maintain the current contact tracing system.

The purpose of this request is the Contractor to support and enhance the web-based solution for the COVID-19 Illness Tracking and Contact Tracing platform known as Granite Trace. The functionality of Granite Trace will continue to be used by DPHS for other infectious disease outbreaks after the COVID-19 pandemic. In addition, this contract will support and enhance the NH Connections Information System and create an online application for child care programs for American Rescue Plan Act (ARPA) Stabilization funds.

The Contract is providing the Department with configuration and security updates within the Salesforce production. The Contractor will improve the functionality of the program and enhance the quality assurance functionality. The Contractor will modify the architecture of Granite Trace to utilize the State enterprise cloud data management system, Informatica. Currently Granite Trace utilizes Mulesoft which is not a skillset the State can support. Modifying Granite Trace to make use of existing State technology will allow DoIT to support Granite Trace going forward.

In addition, the Contractor will provide a help desk to support the Department's internal support staff by managing technical support calls, emails and tickets associated with the NH Connections Information System for the Bureau of Child Development and Head Start Collaboration. The Contractor will provide triage, troubleshooting, resolution and act as the single point of contact for Department staff. The Contractor will focus on driving first contact resolution by providing a knowledgeable service desk analyst who will provide a high level of customer service, professional technical troubleshooting and issue resolution. The Service Desk will engage with the development team or managed services team to resolve issues reported as required.

The Contractor will also develop an online application for child care providers to apply for American Rescue Plan Act Stabilization funds, which will meet the highly specific criteria from the Administration for Children and Families Office of Child Care. The application will specify allowable uses of funds and include federally required information.

The Department will monitor contracted services by reviewing weekly burndown reports to ensure the Contractor is meeting the deliverables in the contract.

As referenced in Exhibit A- Special Provisions, of the attached contract, the parties have the option to extend the agreement for up three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will be unable to support and enhance Granite Trace, which will impact the Department's ability to track COVID-19 across the State. In addition, the Department will not have a help desk to support child care providers throughout the state to access and utilize the Bureau of Child Development and Head Start Collaboration's new NH Connections Information System. Child care providers rely on NH Connections Information System for multiple purposes, such as keeping their program profiles up to date for recruiting staff and families, tracking their staff's professional development activities as required for licensing, and easily accessing funding applications and submitting invoices online, which will include a new application for American Rescue Plan Act funds to be developed through this request. Lastly, should the Governor and Council not authorize this request, the Bureau of

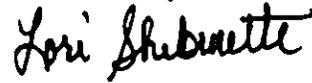
Child Development and Head Start Collaboration's will be unable to quickly release American Rescue Plan Act Stabilization funds via online application or generate current data and information on the State's child care community because programs will not utilize the system if they cannot easily access it without a help desk.

Area served: Statewide

Source of Funds: CFDA: 93.323, FAIN NU50CK000522; CFDA# 93.575, FAIN # 2101NHCCC5

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



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

Denis Goulet
Commissioner

June 29, 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 enter into a Sole Source contract with MTX Group, Inc (VC#287674) as described below and referenced as DoIT No. 2021-089.

This is a request to enter into a contract agreement with MTX Group, Inc. to provide professional services to support and enhance the web-based solution for the COVID-19 Illness Tracking and Contact Tracing platform known as Granite Trace, in addition to helpdesk support services of the NH Connections Information System (CCIS).

The amount of the contract is not to exceed \$1,009,260.00, and shall become effective upon the date of Governor and Executive Council approval through October 31, 2022.

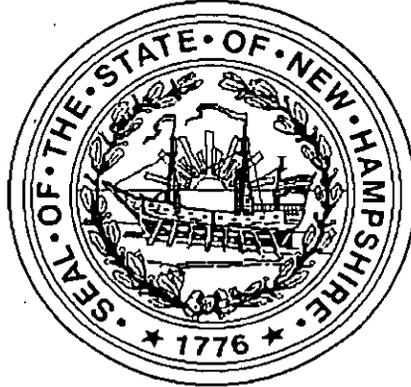
A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor for approval.

Sincerely,

Denis Goulet

DG/kaf
DoIT #2021-089
RID: N/A

cc: Michael Williams, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

Department of Health and Human Services
COVID-19 Integration Services:
SS-2022-DPHS-01-TRACK-01

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
TABLE OF CONTENTS

Contents

1. STATEMENT OF WORK.....	13
2. BUSINESS / TECHNICAL REQUIREMENTS	13
3. ACTIVITY, DELIVERABLE, AND MILESTONE	13
4. DELIVERABLE REVIEW AND ACCEPTANCE.....	15
5. CHANGE ORDER	16
6. ENHANCEMENTS.....	17
7. IMPLEMENTATION SERVICES.....	17
8. PROJECT MANAGEMENT.....	17
9. WORK PLAN.....	19
10. ROLES AND RESPONSIBILITIES	21
11. SOFTWARE APPLICATION.....	24
12. CONVERSIONS.....	24
13. ACCEPTANCE & TESTING SERVICES.....	25
13.1 Test Planning and Preparation	25
13.2 Unit Testing	26
13.3 System Integration Testing	26
13.4 Migration Validation Testing	27
13.5 Installation Testing	28
13.6 User Acceptance Testing (UAT)	28
13.7 Successful UAT Completion	29
13.8 System Acceptance	29
13.9 Warranty Period	29
13.10 Warranty Services	30
14. MAINTENANCE, OPERATIONS AND SUPPORT	31
15. SOFTWARE AGREEMENT	34
16. ADMINISTRATIVE SERVICES.....	34
17. TRAINING	35
18. MERCHANT CARD SERVICES – Not applicable.....	35
19. TERMS AND DEFINITIONS	35

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
TABLE OF CONTENTS

20.	CONTRACTOR’S CERTIFICATES	35
	EXHIBIT C PRICE AND PAYMENT SCHEDULE:	
1.	CONTRACT PRICE.....	36
21.	TRAVEL EXPENSES	36
22.	SHIPPING FEES	36
23.	INVOICING	36
24.	PAYMENT ADDRESS	36
25.	OVERPAYMENTS TO THE CONTRACTOR	36
26.	CREDITS.....	36
27.	PROJECT HOLDBACK.....	37
28.	PAYMENT SCHEDULE	37
	EXHIBIT D – SOFTWARE AGREEMENT	
1.	LICENSE GRANT	38
2.	SOFTWARE TITLE.....	38
3.	SOFTWARE AND DOCUMENTATION COPIES - Not Applicable (N/A)	38
2.	RESTRICTIONS	38
3.	VIRUSES.....	38
4.	AUDIT	38
5.	SOFTWARE NON-INFRINGEMENT	39
6.	CONTROL OF ALL COMPONENT ELEMENTS	39
7.	CUSTOM SOURCE CODE	40
8.	SOFTWARE ESCROW- Not Applicable (N/A).....	40
	EXHIBIT E – ADMINSTRATIVE SERVICES	
1.	DISPUTE RESOLUTION	41
2.	ACCESS AND COOPERATION.....	41
3.	RECORD RETENTION.....	41
4.	ACCOUNTING	42
5.	AUDIT	42
6.	MISCELLANEOUS WORK REQUIREMENTS	42
	EXHIBIT G – AGENCY ATTACHMENTS AND CONTRACTOR CERTIFICATES	
1.	AGENCY ATTACHMENTS	47
2.	CONTRACTOR CERTIFICATES.....	47

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Page 3 of 47

Contractor Initials:

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Date: 6/29/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

FORM NUMBER P-37 (version 12/11/2019)

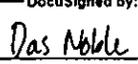
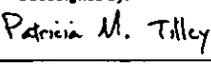
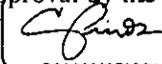
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant St Concord, NH 03301	
1.3 Contractor Name MTX Group, Inc		1.4 Contractor Address 333 Broadway, Suite 460 Troy, NY 12180	
1.5 Contractor Phone Number 518-229-6350	1.6 Account Number 05-95-42-421110-2977; 05-95-090-90183518- 1901, 05-95-090- 90183538-1901	1.7 Completion Date 10/31/2022	1.8 Price Limitation \$1,009,260
1.9 Contracting Officer for State Agency Nathan white		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/29/2021		1.12 Name and Title of Contractor Signatory Das Noble CEO	
1.13 State Agency Signature DocuSigned by:  Date: 6/29/2021		1.14 Name and Title of State Agency Signatory Patricia M. Tilley Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/29/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

The terms outlined in the P-37 General Provisions are modified as set forth below:

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

3.3 The Term may be extended up to three (3) years(s), (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond 10/31/2025, under the same terms and conditions, subject to approval of the Governor and Executive Council.

A.2 Provision 5, Contract Price/Price Limitation/ Payment, is updated with the following addition:

5.5 The State’s liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the 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. 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.

A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

8.4 Procure Services that are the subject of the Contract from another source and 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.

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided:

9.2 Termination Procedure

Page 9 of 47
Contractor Initials: _____
Date: 6/29/2021

^{DS}
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT A – SPECIAL PROVISIONS

- 9.2.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require 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.
- 9.2.2 After receipt of a notice of termination, and except as otherwise directed by the State, 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 ten (10) 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 Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase any State data until directed by the State;
 - e. 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;
 - f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State data;
 - g. Securely dispose of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State; and
 - h. Provide written Certification to the State that Contractor has surrendered to the State all said property and after 180 days has erased all State data.
- 9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

Page 10 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT A – SPECIAL PROVISIONS

Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following 10.5

10.6 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. 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. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If 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 Contractor, without any liability to the State.

10.7 This covenant in paragraph 10 shall survive the termination of this Contract.

A.5 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
- b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

A.6 The following Provisions are added and made part of the P37:

25. FORCE MAJEURE

25.1 Neither 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.

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

26. EXHIBITS/ATTACHMENTS

Page 11 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT A – SPECIAL PROVISIONS

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

27. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

28. GOVERNMENT APPROVALS

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

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

1. STATEMENT OF WORK

All Statement of Works that are negotiated between the Parties shall be in writing and executed by both Parties and shall be attached hereto as supplemental Exhibit B-1 and Exhibit B-2, and shall be incorporated into, and governed by, this Agreement.

The Contractor shall be capable of providing information technology professional services on that include, but are limited to: managed services for modern administration, operational oversight, systems maintenance, and short-term or ongoing development or integration projects.

The attached Exhibit B-1 and Exhibit B-2, shall detail various requirements related to the planning and implementation of new projects. Each Scope of Work may request Salesforce implementation and experience in varying functional areas or require mandatory expertise.

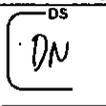
2. BUSINESS / TECHNICAL REQUIREMENTS

Identified in Exhibit B-1 Division of Public Health Services and Exhibit B-2 Division of Economic & Housing Stability – Bureau of Child Support

3. ACTIVITY, DELIVERABLE, AND MILESTONE

Table B-3: Deliverables				
DELIVERABLES				
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	Upon G&C approval	Price breakdown in Exhibit B-1 and B-2
2	Work Plan	Written	N/A	
3	Project Status Reports	Written	Monthly	Price breakdown in Exhibit B-1 and B-2
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	N/A	
5	Information Security Plan	Written	N/A	

Page 13 of 47
 Contractor Initials: _____
 Date: 6/29/2021

DS


STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHINCAL REQUIREMENTS AND DELIVERABLES

6	Communications and Change Management Plan	Written	N/A	
7	Software Configuration Plan	Written	N/A	
8	Systems Interface Plan and Design/Capability	Written	N/A	
9	Systems Security Pan	Written	N/A	
10	Testing Plan	Written	N/A	
11	Data Conversion Plan and Design	Written	N/A	
12	Deployment Plan	Written	N/A	
13	Disaster Recovery Plan	Written	N/A	
14	Comprehensive Training Plan and Curriculum	Written	N/A	
15	End User Support Plan	Written	N/A	
16	Business Continuity Plan	Written	N/A	
17	Documentation of Operational Procedures	Written	N/A	
INSTALLATION				
18	Provide Software Licenses if needed	Written	N/A	
19	Provide Fully Tested Data Conversion Software	Software	N/A	Included
20	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	N/A	Included
21	Conduct Integration Testing	Non-Software	N/A	Included
22	Conduct User Acceptance Testing	Non-Software	N/A	Included
23	Perform Production Tests	Non-Software	N/A	Included
24	Test In-Bound and Out-Bound Interfaces	Software	N/A	Included
25	Conduct System Performance (Load/Stress) Testing	Non-Software	N/A	Included
26	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	N/A	Included

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

27	Security Assessment Report	Written	N/A	Included
28	Security Authorization Package	Written	N/A	Included
29	Converted Data Loaded into Production Environment	Software	N/A	Included
30	Provide Tools for Backup and Recovery of all Applications and Data	Software	N/A	Included
31	Conduct Training	Non-Software	N/A	Included
32	Cutover to New Software	Non-Software	N/A	Included
33	Provide Documentation	Written	N/A	Included
34	Execute System Security Plan	Non-Software	N/A	Included
35	Ongoing Hosting Support	Non-Software	N/A	Price breakdown in Exhibit B-1 and B-2
36	Ongoing Support & Maintenance	Software	Upon G&C approval	Price breakdown in Exhibit B-1 and B-2
37	Conduct Project Exit Meeting	Non-Software	N/A	Included

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period

Page 15 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. 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, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, 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 or pursue its remedies at law and in equity.

4.2 Software Deliverables Review and Acceptance

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

4.3 Number of Deliverables

Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables for review or testing at one time. As the State accepts a Deliverable, an additional Deliverable may be presented for review but at no time can the Deliverables exceed three (3) at a time without the authorization of the State.

4.4 Conditional and Unconditional Acceptance

By 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.

5. CHANGE ORDER

The State and the Contractor recognize that there might be changes to requirements throughout this project. Changes in scope will be accommodated provided that the level of effort does not affect the total number of sprints, the item is not explicitly listed as out of scope, and does not exceed the Not-to-Exceed cost threshold.

Over the course of the deployment, the introduction of new features or the modification of the requirements of existing features that increase complexity may require the de-prioritization and/or removal of other equivalent features from the backlog to ensure the project scope remains within the original project timeline and budget. If removal of an equivalent feature is not possible or not desired, a Change Order will be required for the additional work to be delivered.

Any change to requirements that impacts features or functionality that have already been delivered, including features that have been delivered but not yet accepted, will be considered a new feature and will need to be prioritized into the backlog.

No changes shall be made to feature requirements being delivered in the current sprint.

This SOW may be amended by mutual agreement of the Parties, evidenced by a written Change Order that is signed by both Parties. A Change Order will be required if there is a significant change in scope as defined by the customer. The Change Order will describe any changes in the Services provided by the Contractor, any changes in the schedule for completion of any such

Page 16 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Services, any changes to assumptions, dependencies or conditions set forth in this SOW, and any additional fees for such changes.

Each Change Order will act as an amendment to this SOW, and upon its execution, MTX will provide Services pursuant to the Terms of the SOW. All Change Orders shall be agreed upon by the parties in writing prior to their implementation.

Notwithstanding the above, MTX can make resource level changes to accommodate project needs as long as there is no impact to the overall budget. These changes will require documented acceptance from both MTX and the customer via a project scope baseline adjustment document, the format of which will be agreed upon during the project.

6. ENHANCEMENTS

State will provide detailed statements of work for Enhancements in the form of a Change Order. Contractor at no cost to the State will provide fixed cost proposals for the Enhancement.

7. IMPLEMENTATION SERVICES

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan:

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

8. PROJECT MANAGEMENT

The Contractor shall provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

8.1 The Contractor Key Project Staff

8.1.1. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.

8.1.2. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager.

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Contractor's selection of the 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 Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

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 Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

8.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

8.1.4. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project: The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

8.1.5. Background Checks

The State requires the Contractor, at its sole expense, to conduct reference and background screening of the Contractor's staff assigned to this Contract.

8.1.6. Termination for Lack of Project Management and Key Project Staff

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

8.1.7. The State Key Project Staff

8.1.1. The 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:

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DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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Concord, NH 03301
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8.1.8. The State Project Manager

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

9. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

The Contractor's Project Manager and the State Project manager shall define a Work Plan as needed for defined projects. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Contractor's team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with the Contractor's Work Plan and shall be utilized via a mutually approved appropriate tracking tool.

9.1 ASSUMPTIONS

9.1. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

9.2 Project Management

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

9.3. Conversions

- The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications
- Additionally, the Contractor's Team shall:
 1. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
 2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
 3. Lead the review of functional and technical Specifications.
 4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

9.4 Reporting

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

9.5 User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.

Page 20 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

9.6. Performance and Security Testing

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

10. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

1) Contractor Team Project Executive

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

2) Contractor Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide WEEKLY and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff between the Contractor implementation team and managed services team staff prior to delivery of services to the State;

Page 21 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- Manage Transition Services back to the State as needed.

3) Contractor Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Contractor Team Tasks

The Contractor team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.
- Knowledge transfer between the Contractor Implementation team to the Managed Services team,

B. State Roles and Responsibilities

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

1) State Project Manager

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

- Plan and conduct a kick-off meeting with assistance from the Contractor team;

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and

- Represent the technical efforts of the State at WEEKLY Project meetings.

4) State Testing Administrator

The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

11. SOFTWARE APPLICATION

Contractor will assist the State in the integration of customer relationship management data and set-up of the activities associated with Salesforce.com's:

- Lightning Service Cloud Enterprise Edition
- Government Cloud Premier & Success Plan Enterprise Edition
- Customer community Enterprise Edition Logins
- Drawloop; Fedramp Gov User/ Nintex Document Generation

12. CONVERSIONS

Conversions will be defined as part of the Statement of Work for individual projects.

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions; adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.

Page 24 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the tasks, Deliverables, major milestones, task dependencies, and a payment Schedule required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and The Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

13. ACCEPTANCE & TESTING SERVICES

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the testing of the training materials.

The Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate Test Plan and set of test materials will be prepared for each Software function or module.

All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, test scenario and script development, Data and System preparation for testing, and execution of Unit Tests, System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, the Contractor shall provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The Contractor shall also correct Deficiencies and support required re-testing.

13.1 Test Planning and Preparation

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

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

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

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

The Contractor must demonstrate that their testing methodology can be integrated with the State standard methodology.

13.2 Unit Testing

In Unit testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between applicable modules. The Contractor will be responsible for conducting the Unit testing of these modules.

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

13.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined

DS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

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

13.4 Migration Validation Testing

In Conversion Validation Testing, target application functions are validated.

DS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor’s team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

13.5 Installation Testing

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

13.6 User Acceptance Testing (UAT)

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

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	<ul style="list-style-type: none"> • Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none"> • Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment.

DS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

	<ul style="list-style-type: none"> • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

13.7 Successful UAT Completion

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

13.8 System Acceptance

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

13.9 Warranty Period

The Warranty Period for each project will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, the Contractor will correct the Deficiency, and a new thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

The Contractor warrants that the System must operate to conform to the Specifications, terms, and requirements of the Agreement.

The Contractor warrants that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of the State of New Hampshire’s configuration management system.

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

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

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

The Contractor warrants that all Services provided under the Agreement will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

13.10 Warranty Services

The Contractor must 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 and 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:

- Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- 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;
- The 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;
- On-site additional Services within four (4) business hours of a request;
- Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State; and
- For all Warranty Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - Nature of the Deficiency;
 - Current status of the Deficiency;
 - Action plans, dates, and times;
 - Expected and actual completion time;
 - Deficiency resolution information;
 - Resolved by;
 - Identifying number i.e. work order number; and
 - Issue identified by.

The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:

- Mean time between reported Deficiencies with the Software;
- Diagnosis of the root cause of the problem; and
- Identification of repeat calls or repeat Software problems.

Page 30 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

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

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

14. MAINTENANCE, OPERATIONS AND SUPPORT

14.1 System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The 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.

14.2 System Support

The Contractor must perform on-site or remote technical support in accordance with the Contract, including without limitation the requirements, terms, and conditions contained herein.

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

a. Class A Deficiencies - The Contractor shall have available to the Department on-call telephone assistance, with issue tracking available to the Department twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within two (2) business hours of a request;

b. Class B & C Deficiencies -The Department shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action; The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.

Page 31 of 47
 Contractor Initials: _____
 Date: 6/29/2021

DS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

14.3 Support Obligations

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

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

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and
- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

14.4 Contract Warranties and Representations

14.4.1. System

The Contractor warrants that any Systems provided under this Agreement will operate and conform to the Specifications, terms, and requirements of this Agreement.

14.4.2. Software

The Contractor warrants that any Software provided as part of this Agreement, 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 Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall: (a) provide 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 if any and recover

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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.

14.4.3. Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, 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.

14.4.4. Services

The Contractor warrants that all Services to be provided under this Agreement 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.

14.4.5. Personal Devices

The Contractor shall not allow its personnel or sub-contractors to store State data on personal devices.

14.5 Contract End-of-Life Data Migration Services

14.5.1. Upon termination, cancellation, expiration or other conclusion of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to NH DHHS and, if applicable, the vendor engaged by NH DHHS to assume the Services previously performed by the Contractor (for this section known as "Recipient").

14.5.2 The Contractor shall use reasonable efforts to assist Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services, which may include assistance with the transfer of records, migration of historical data, the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with such transition ("Migration Services"), taking into account the need to minimize the cost of such migration and the disruption to the ongoing business activities of the Parties hereto and their Affiliates.

14.5.2. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store NH DHHS data in relationship to this contract said Tools will be inventoried and returned to NH DHHS, along with the inventory document, once migration of NH DHHS data is complete.

Page 33 of 47
Contractor Initials: _____
Date: 6/29/2021

^{DS}
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- 14.5.3. The internal planning of the Migration Services by the Contractor and its Affiliates and Migration Services shall be provided to Recipient. Any such Migration Services shall be deemed to be Services for purposes of this Contract.
- 14.5.4. Should the data migration extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Security Requirements, and if applicable, NH DHSS Business Associates Agreement terms and conditions remain in effect until the Data Migration is accepted as complete by NH DHSS.
- 14.5.5. In the event where the contractor has comingled Confidential Data and the destruction or migration is not feasible the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

14.6 Completion of Services

- 14.6.1. Each service or migration phase shall be deemed completed (and the migration process finalized) at the end of the 10th day after the product, resulting from the Service, is delivered to the recipient in accordance with the mutually agreed upon migration plan, unless within said 10-day term the Contractor notifies NH DHSS of an issue requiring additional time to complete said product.
- 14.6.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit K – DHSS Information Security Requirements, including certificate of data destruction.

14.7 Disagreement over Service's Results

- 14.7.1. In the event NH DHSS is not satisfied with the results of the Service, NH DHSS shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 10 business days of the final product or at any time during the data migration process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time NH DHSS shall be entitled to initiate actions in accordance with the P-37.

15. SOFTWARE AGREEMENT

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described Exhibit D: Software Agreement

16. ADMINISTRATIVE SERVICES

The Contract shall provide the State with the Administrative Services set forth in the Contract, and particularly described in Exhibit E: Administrative Services

Page 34 of 47
Contractor Initials:
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT B – STATEMENT OF WORK
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

17. TRAINING

The Contractor will provide user, system, administrative, and knowledge transfer and educational training. Training will consist of live video, webinars, video tutorials, electronic “How To” guides, and recorded NH State live training session(s). Training content will be determined through discovery sessions with the State once the contract has been executed. The Department will be the final decision maker of all training content.

18. MERCHANT CARD SERVICES – Not applicable

19. TERMS AND DEFINITIONS

Terms and Definitions applicable to this Contract are identified in Exhibit F: Terms and Definitions.

20. CONTRACTOR’S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

The terms outlined in the Payment Schedule is set forth below:

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in P-37 General Provisions - Block 1.8: Price Limitation. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. TRAVEL EXPENSES

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. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement will be considered "Fully Loaded," including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

3. SHIPPING FEES

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

4. INVOICING

The Contractor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. The Contractor shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the 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.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

5. PAYMENT ADDRESS

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

6. OVERPAYMENTS TO THE CONTRACTOR

The 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.

7. CREDITS

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT C – PRICE AND PAYMENT SCHEDULE

8. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

9. PAYMENT SCHEDULE

9.1 Contract Type

9.1.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated 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 appearing in the price and payment tables below:

9.1.2. Contractor Staff, Resource Hours and Rates Worksheet

Role	Bill Rate
Engagement Manager	\$225.00
Project Manager	\$210.00
Technical Architect	\$225.00
Technical Lead	\$195.00
Business Analyst	\$195.00
Developer	\$195.00
QA	\$135.00
UX/UI Consultant	\$210.00
Help Desk Support	\$150.00

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

The terms outlined in the Software Agreement are set forth below:

1. LICENSE GRANT

The Contractor shall provide software licenses and ancillary products to the Department upon request, at no additional cost to the Department, which shall include:

- Licenses that have been provided to the Department pursuant to the State of New Hampshire contract with MTX (2020-085), as approved by the Governor, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06, on April 7, 2020 and subsequently amended on June 16, 2020, October 13, 2020, October 20, 2020, and December 15, 2020.
- Third-party licenses, if applicable to the services in this Agreement.

The State of New Hampshire is responsible for holding the Agreement with Salesforce and providing associated licenses.

2. SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software provided under this Agreement, and its associated documentation, shall remain with the Contractor.

3. SOFTWARE AND DOCUMENTATION COPIES - Not Applicable (N/A)

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

4. RESTRICTIONS

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of the Contractor's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the programs.

5. VIRUSES

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

6. AUDIT

Page 38 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT D – SOFTWARE AGREEMENT

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

7. SOFTWARE NON-INFRINGEMENT

Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") 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.

The Warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, the Contractor shall defend and indemnify the State against the claim provided that the State:

- a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives the Contractor control of the defense and any settlement negotiations; and
- c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

8. CONTROL OF ALL COMPONENT ELEMENTS

Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT D – SOFTWARE AGREEMENT

Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

9. CUSTOM SOURCE CODE

Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, non-exclusive paid -up right and license to use, copy, modify and prepare derivative works of any custom developed software.

10. SOFTWARE ESCROW- Not Applicable (N/A)

Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- a. The Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- d. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. The Contractor defaults under the Contract; or
- f. The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Upon the occurrence of a Release Event, the Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of the Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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Page 40 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT E – ADMINSTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. 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:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Project Manager	Project Manager	5 Business Days
First	General Counsel	DHHS BIS Director	10 Business Days
Second	Founder & Chief Strategy	Department of Health and Human Services 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..

2. ACCESS AND COOPERATION

Subject to the terms of this Agreement and applicable laws, regulations, and policies, 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:

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to 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

Page 41 of 47
 Contractor Initials: _____
 Date: 6/29/2021

OS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT E – ADMINSTRATIVE SERVICES

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.

4. ACCOUNTING

Contractor shall maintain an accounting System in accordance with Generally Accepted Accounting Principles (GAAP). The costs applicable to the Contract shall be ascertainable from the accounting System.

5. AUDIT

The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

- a. 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 Contractor understands and agrees. 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 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 Contractor Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- b. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

6.1.1. Email Use

Email 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 (Statewide Computer Use Policy is available upon request) and applicable Department policy, procedures and Guidelines as well as Exhibit K Information Security requirements..

6.1.2. Internet/Intranet Use

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT E – ADMINSTRATIVE SERVICES

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 (Statewide Computer Use Policy is available upon request).

6.2 State Website Copyright

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

6.3 Workspace Requirement- Not applicable

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

6.4 Workplace Hours

Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor Confidential Information	“Contractor Confidential Information” means any information disclosed by a party to the other party, directly or indirectly, which could be in orally or written (graphic, machine-readable or other tangible form), is marked as “confidential” or “proprietary”.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.

Page 44 of 47
Contractor Initials: _____
Date: 6/29/2021

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT F – TERMS AND DEFINITIONS

Hosting System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
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.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use 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 Acceptance.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT F – TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
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, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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Page 46 of 47
 Contractor Initials: _____
 Date: 6/29/2021

DS
 DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services – Division of Public Health Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
EXHIBIT G – AGENCY ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – AGENCY ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. AGENCY ATTACHMENTS

- a. Exhibit B-1 – Division of Public Health Services Scope of Work
- b. Exhibit B-2 – Division of Economic and Housing Supports – Bureau of Child Support- Scope of Work
- c. Agency Compliance Documents – Attachment 1

2. CONTRACTOR CERTIFICATES

- a. Contractor's Certificate of Good Standing
- b. Contractor's Certificate of Vote/Authority
- c. Contractor's Certificate of Insurance

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DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

1. STATEMENT OF WORK

1.1. The Contractor shall provide the following services to support the Department's COVID-19 NH Granite Trace Program contact tracing system:

1.1.1. A dedicated team to perform the following application enhancement activities, performed in one to two releases per month at the discretion of the Department during the following time frames:

1.1.1.1. Date of Governor and Executive Council Approval - October 31, 2021 not to exceed 433 hours per month in total across all roles. A 5% variance can be accommodated as an exception.

1.1.2. NH Granite Trace Application Enhancements:

1.1.2.1. Enhancement Planning:

1.1.2.1.1. Receive and estimate Enhancement Requests.

1.1.2.1.2. Collaborate with the State around a plan to address the Enhancement Request.

1.1.2.1.3. Provide recommendations around whether the Enhancement Request can be addressed as part of Contractor Managed Services or should be addressed in a separate implementation project.

1.1.2.1.4. Validate that the request should not be addressed as part of maintenance and operations, and if the request is an M&O request any hours spent validating would not be deducted from the application enhancement funding and the vendor would be responsible for the costs on the maintenance and operations component of the contract.

1.1.2.2. Enhancement Implementation:

1.1.2.2.1. Fulfill enhancement requests to add new features up to an agreed upon development level of effort.

Contractor Initials: DN

Date: 6/29/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

- 1.2. The Contractor shall implement the enhancements below based on prioritization by the Department and available Contractors hours:
 - 1.2.1. Provide two new custom objects to enhance current CS Investigation functionality.
 - 1.2.2. Monitor data daily via SMS.
 - 1.2.3. Test and enhance Exposed Contact SMS Monitoring once reintroduced to Contact Tracing platform.
 - 1.2.4. Provide QA testing and ongoing support for SMS Monitoring Functionality via Twilio.
 - 1.2.5. Create custom component to allow Public Health Agents to send Ad Hoc Emails to Patients and Exposed Contacts.
 - 1.2.6. Make improvements to Line List Patient functionality based on feedback from Epi Team (Departments Team).
 - 1.2.7. Provide regular Sprint Planning, Development, and Testing cycles to address current Contact Tracing needs.
- 1.3. The Contractor shall provide additional enhancements will be scoped and prioritized by the Department and available Contractors hours, including but not limited to the following:
 - 1.3.1. Usability improvements.
 - 1.3.2. User interface improvements.
 - 1.3.3. General stability improvements.
 - 1.3.4. Infrastructure migration from cloud-based Mulesoft to on prem Informatica.
 - 1.3.5. Minor feature rollouts.
 - 1.3.6. Adjustment in changes in the response (e.g., changes in quarantine/isolation, vaccines, variants)
 - 1.3.7. Improvement of email functionality and files
 - 1.3.8. Validation Rule Adjustments
 - 1.3.9. Increased accessibility
 - 1.3.10. Twilio support
 - 1.3.11. Continued UAT Testing Support
 - 1.3.12. Upon Regression testing, development work needed to fix bugs will be at the cost of the vendor.

Contractor Initials: DN^{OS}

Date: 6/29/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

- 1.3.13. Creation of deployment scripts and documentation for all enhancements so that they may be deployed to Production
- 1.3.14. Upon successful deployment to Production the vendor and the business shall perform Smoke testing to validate the system prior to release to the user community.
- 1.4. The Contractor shall work hours to fix the application to work successfully on the top three browsers (Chrome, Edge and Safari) shall fall outside of the available the Contractors hours purchased through this Agreement, as this production issue falls within the original fixed fee contract (MTX - 2020-085).
- 1.5. The Contractor shall provide a dedicated team to perform the following break/fix support activities, which shall be performed in one to two releases per month at the discretion of the Department, during the following time frames:
 - 1.5.1. November 1, 2021 - October 31, 2022 not to exceed 172 hours per month in total across all roles. A 5% variance can be accommodated as an exception. Only hours expended will be invoiced any remaining hours not expended at the termination of the time frame will not be billed nor will they carry over to a future time period.
 - 1.5.2. Additional hours will require a change order
- 1.6. The Contractor shall provide the following standard break/fix managed services, that include:
 - 1.6.1. Administrative Support:
 - 1.6.1.1. Basic configuration and security updates within the Salesforce production environment.
 - 1.6.1.2. Guidance to Salesforce to help articles on minor issues that could be resolved by the State.
 - 1.6.1.3. Guidance regarding logging Salesforce product and system downtime Cases. Contractor shall not log a Case with Salesforce; however, they can provide guidance to the Department around how to log and track these cases with Salesforce.
 - 1.6.2. Platform Releases:

Contractor Initials: _____

6/29/2021

Date: _____

DS
DN

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

- 1.6.2.1. Provide impact assessment and guidance for Salesforce platform critical updates, security alerts and seasonal releases (Winter, Spring, Summer). Perform all Salesforce release-related code changes required and assist State staff to perform any configuration changes.
- 1.6.3. Minor System Changes:
 - 1.6.3.1. Provide support for changes that take less than 2 hours to accomplish, are approved by the business and do not change the function of the application, e.g., label changes, workflow group membership changes, modification of existing workflow.
- 1.6.4. Issue Resolution (This is not hours based and is incorporated as part of the total cost for the annual support of the system following the time frame of November 1, 2021 thru October 31, 2022):
 - 1.6.4.1. Provide support to resolve defects to the implemented features of the Salesforce environment (configuration issues, technical issues) requiring technical resources that cannot be handled by the client's internal support team.
 - 1.6.4.2. Receive, estimate, and provide updates around the resolution plan to address defects.
 - 1.6.4.3. Bug fixes
 - 1.6.4.4. All issues must be logged and triaged by the State Business Admin in order for the Contractor's team to address.
- 1.6.5. Twilio
 - 1.6.5.1. Maintenance of a NH Twilio account to allow the system to send and receive SMS messages.

2. ACTIVITY, DELIVERABLE, AND MILESTONE

- 2.1.1. Professional Services:
 - 2.1.1.1. The Department will provide detailed statements of work for requested professional services including required deliverables and proposed payment schedule.
- 2.1.2. MTX Project Manager:

Contractor Initials:

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Date: 6/29/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

2.1.2.1. The Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement.

3. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Suzanne Barnes.
 518-330-4858
Suzanne.barnes@mtxb2b.com

3.1. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Key Member(s)	Title
Amber DeVoss	Program Director
Suzanne Barnes	Project Manager
Michael McDaniel	Technical Consultant
Michael Stewart	Technical Architect
Utthan Silawal	Quality Analyst

3.2. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Karen Diaz
 Project Management Office
 Karen.S.Diaz@dhhs.nh.gov

1. PRICE AND PAYMENT SCHEDULE

Milestone Name	Due Date	Amount
NH Granite Trace Application Enhancements		

Contractor Initials: DS
DN

Date: 6/29/2021

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-1 – Division of Public Health Services

M1 Application Enhancements 7/1/2021 - 10/31/2021 (4 months): Dedicated support team available for ongoing enhancements and project management services not to exceed 433 hours/month with up to 5% overage	10/31/2021	\$258,220
M2 Standard Break/fix Managed Services: 11/01/2021 - 10/31/2022 Dedicated support team available for Break/fix only to the solution as developed - Very minor enhancements not to exceed 172 hours/month with up to 5% overage	Monthly payments \$24,315 beginning 12/1/2021	\$291,780
M3 Maintenance and Operations 7/1/2021 – 10/31/2022	10/31/2021	\$30,000
M4 Twilio Chargeback (can be used for enhancement hours if not needed for Twilio)	11/01/2021 - 10/31/2022 (12- Monthly payments based on actual usage)	\$30,000
Total		\$610,000

INVOICE ADDRESS

Invoices may be sent to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

DPHSContractBilling@dhhs.nh.gov

Remainder of this page intentionally left blank

Contractor Initials: 

6/29/2021

Date: _____

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2– Division of Economic and Housing Stability

1. STATEMENT OF WORK

- 1.1. The Contractor shall provide Service Desk Support services to support the Departments internal support staff by receiving and managing technical support calls, emails and tickets associated with the CCIS system. The Contractor's Service Desk shall provide triage, troubleshooting, resolution and act as the single point of contact for NH staff.
 - 1.1.1. The Service Desk will be available 8:00 AM – 5:00 PM EST, Monday – Friday.
 - 1.1.2. The contractor will provide triage, troubleshooting, resolution and act as the single point of contact for NH staff.
 - 1.1.3. The contractor will focus on first contact resolution by providing a knowledgeable service desk analyst who will provide a high level of customer service, professional technical troubleshooting and issue resolution.
 - 1.1.4. The Contractor Service Desk analyst will be responsible for verifying each requester's authentication including name, and contact information.
 - 1.1.5. The Contractor shall document all incidents within the application.
 - 1.1.6. If a problem requires a dispatch to another support team internal to MTX (developers), the contractor will facilitate the transfer and final resolution as part of this contract.
 - 1.1.7. All requestors will be provided an incident number and will be incumbent on the contractor to follow up with the requestor.
 - 1.1.8. The Contractor shall provide reports for Service Desk management to view tickets through their progression to closure, to assist in expediting open issues, and ensuring service level agreements are met.
 - 1.1.9. Key Responsibilities of the Service Desk
 - 1.1.9.1. End to End Multi Channel support of all Help desk related issues across all CCIS Applications
 - 1.1.9.2. Root cause analysis and Investigation of all support requests
 - 1.1.9.3. Triage, escalation and resolution of all necessary support requests
 - 1.1.9.4. Customer outreach via phones and emails to perform analysis, investigation and closure of issues

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2– Division of Economic and Housing Stability

- 1.1.9.5. Creation of necessary support request dashboards reports and dashboards
- 1.1.9.6. Creation of necessary training and support documentation for NH staff
- 1.1.9.7. Perform necessary knowledge transfer and trainings with NH staff
- 1.1.9.8. Receive, estimate, and provide updates around the resolution plan to address defects.
- 1.1.10. Support will be offered through an in-app support request system allowing for uploading of screenshots and other information.
 - 1.1.10.1. Requestors will have visibility to status and updates to their ticket/request and resolution upon completion.
 - 1.1.10.2. Contact information including phone number will be provided to requestors for critical incidents
 - 1.1.10.3. All requests received after hours will be responded to on the next business day.
- 1.2. To ensure efficient distribution of the American Rescue Plan Act (ARPA) child care stabilization funds, New Hampshire Department of Health and Human Services Bureau of Child Development and Head Start Collaboration (collectively known as the "Department") seek to implement a Child care providers grant application solution as quickly as possible so DHHS can enable Child care programs in the state to apply for the grant funding and submit necessary invoices and reports. Department and BCDHSC currently use certain manual processes to collect, review, approve and report on the application and funds distribution processes. Automating the grant application and review process will enable child care providers to seamlessly apply for and receive approval for grants, submit invoices and report on expenditures, the impact of the funding on their program operation and future needs as they relate to the COVID-19 outbreak status at the time. It will enable NH agencies to collect, track, monitor and report on key funding metrics at both state and federal level and service any public records requests for several years down the road. Consistent with ARPA requirements and to facilitate efficient distribution and review and optimal user experience the Department seeks to implement the following features

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2 – Division of Economic and Housing Stability

and capabilities on the NH Child Care Information System (CCIS) and Grant Management systems:

- 1.2.1. CCIS Program Portal Solution
 - 1.2.1.1. Create ARPA grant application and profile management solution for family based, center based, summer camps and other eligible child care providers
 - 1.2.1.2. Create necessary electronic communication notifications to programs:
 - 1.2.1.3. Create grant approval notification letters and agreements and corresponding electronic acceptance capabilities
 - 1.2.1.4. Create Invoicing features enabling programs to submit invoices via portal
 - 1.2.1.5. Create final report enabling programs to submit final reports via portal
 - 1.2.1.6. Create necessary data validation rules
 - 1.2.1.7. Create necessary application status workflows configurations
- 1.2.2. Grant Management CRM Solution(Internal staff business process Solution)
 - 1.2.2.1. Create grant, program, application and solicitation process records
 - 1.2.2.2. Create application review and approval recommendation workflows
 - 1.2.2.3. Create necessary award distribution and invoice distribution workflows
 - 1.2.2.4. Create staff invoice review and processing capabilities
 - 1.2.2.5. Enhance and modify User Interface Layouts
 - 1.2.2.6. Create necessary data validation rules
 - 1.2.2.7. Create necessary application status workflows configurations
 - 1.2.2.8. Create necessary dashboards to visualize program fund distribution metrics
 - 1.2.2.9. Create necessary reports to track key state and federal fund distribution and monitoring metrics.

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2- Division of Economic and Housing Stability

PROPOSED ARAPA FUNDED STABILIZATION GRANTS FOR CHILD CARE AS OF 5/17/2021

Proposed Programs	Child Care Achieving Stabilization Sub -Grant Program (CCASSP)
Program Cost	\$42,891,368 50% of funds must be obligated by 12/30/2021 and balance liquidated by 9/30/2023 per OCC
Program Description	Direct grant program to all eligible NH child care providers to provide operational stabilization funds. DHHS administered – Child Care apply using NH Connections (NHCIS) Information System on a rolling application basis beginning with family child care/home license-exempt providers and including centers and license-exempt facilities in the subsequent weeks until the funds are exhausted. Applicants are awarded funds based on their actual operating expenses as OCC requires. Funds are distributed upon award notification and receipt of signed agreement.
Target Audience Outcome(s)	Eligible child care providers, as defined by OCC, throughout the state. Funds can be used to support program financial stability by finding staff, operational, program expenses along with reducing families expenses for child care
Method and Schedule for Use/Distribution	Grant Application and Awards Using DHHS NHCIS for application Proposed Schedule <i>6/1/2021 - CCASSP announced by Governor</i> <i>6/8/2021 CCASSP Orientation and Application Prep Webinar/application technical assistance begins</i> <i>7/5/2021 Rolling grant application period opens for Tier One</i>

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Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2– Division of Economic and Housing Stability

	<p><i>7/30/2021</i> Tier Two app period opens</p> <p><i>8/13/2021</i> Tier One awards for applications rec by 7/30 announced</p> <p><i>8/27/2021</i> Tier Three app period opens</p> <p><i>9/10/2021</i> Tier Two awards for applications rec by 8/27 are announced</p> <p><i>10/8/2021</i> Tier Three awards for applications rec by 9/24 are announced</p> <p><i>10/30/2021</i> Quarterly Update Reports begin based on award date</p> <p><i>10/30/2023</i> Final Report Due</p>
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2. Project Management

2.1. The Contractor's Project Manager

Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor's obligations under this Agreement. Contractor's Project Manager is:

Hope Berg, Director PMO Northeast
hope.berg@mtxb2b.com
317-874-6399

2.2. The Contractor's Contract Manager

Contractor shall assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. Contractor's Contract Manager is:

Das Nobel
Chief Executive Officer
518-229-6350
das@mtxb2b.com

2.3. The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2– Division of Economic and Housing Stability

Key Member(s)	Title
Wasif Kahn	Business Analyst

2.4. The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Denise Martin, Professional Development Specialist
 Child Development and Head Start Collaboration
 DHHS/Division of Economic & Housing Stability
 129 Pleasant St.
 Concord, NH 03301
 603-271-7222
 Denise.martin@dhhs.nh.gov

3. PRICE AND PAYMENT SCHEDULE

Milestone Name	Duration	Amount
Service Desk Support	4/5/2021 – 3/31/2022	\$ 300,000

3.1. Activities / Deliverables / Milestones Pricing

Role	Total Contract Hours	Bill Rate
Service Desk Support for CCIS	2,000	\$150.00/ per hour

ARPA Grants Management

Resource	Rate	Hours	Cost	6/30	7/7	7/14	7/21	7/28
Project Manager	\$195	60	\$11,700	15	15	10	10	10
Business Analyst	\$195	168	\$32,760	40	40	40	24	24
Technical Lead	\$195	80	\$15,600	16	16	16	16	16
Offshore Developer	\$115	200	\$23,000	40	40	40	40	40
Quality Analyst	\$135	120	\$16,200	8	24	24	32	32
Total			\$99,260					

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STATE OF NEW HAMPSHIRE
Department of Health and Human Services
SS-2022-DPHS-01-TRACK-01 - COVID-19 Integration Services
Exhibit B-2- Division of Economic and Housing Stability

Workstream	Amount
ARPA Grants Management	\$99,260
Help Desk Support	\$300,000
Total Fee	\$399,260

Invoices may be sent to:

Michael Bradley, Financial Manager
Bureaus of Housing Supports, Child Support, and Child Development
& Head Start Collaboration
NH Dept of Health & Human Services
129 Pleasant Street, Concord, NH 03301
603 271 9663
Michael.bradley@dhhs.nh.gov

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6/29/2021

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

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

Vendor Name:

6/29/2021

Date

DocuSigned by:

Das Noble

Name: Das Noble

Title: CEO

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

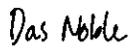
1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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.

Vendor Name:

6/29/2021

Date

DocuSigned by:

 Name: Das Noble
 Title: CEO

Vendor Initials 
 Date 6/29/2021

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

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



New Hampshire Department of Health and Human Services
Exhibit F

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

6/29/2021

Date

DocuSigned by:

Das Noble

Name: Das Noble

Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name:

6/29/2021

Date

DocuSigned by:

Das Noble

Name: Das Noble

Title: CEO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit 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:

6/29/2021

Date

DocuSigned by:

Das Noble

Name: Das Noble

Title: CEO

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

3/2014

Exhibit I
 Health Insurance Portability Act
 Business Associate Agreement
 Page 1 of 6

Contractor Initials

DN

Date 6/29/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 2 of 6

Contractor Initials DS
DNDate 6/29/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

3/2014

Contractor Initials DNDate 6/29/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

DN

Date 6/29/2021

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

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Date 6/29/2021



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

MTX Group Inc

The State by:

Name of the Contractor

Patricia M. Tilley

Das Noble

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

Das Noble

Name of Authorized Representative
Director

Name of Authorized Representative

Title of Authorized Representative

CEO

Title of Authorized Representative

6/29/2021

6/29/2021

Date

Date

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New Hampshire Department of Health and Human Services
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

6/29/2021

Date

DocuSigned by:

Das Noble

Name: Das Noble

Title: CEO

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Contractor Initials

6/29/2021

Date



New Hampshire Department of Health and Human Services
Exhibit J

FORM A

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

1. The DUNS number for your entity is: 11-711-3888
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MTX GROUP INC is a New York Profit Corporation registered to transact business in New Hampshire on May 24, 2018. 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: 795645

Certificate Number: 0005380714



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of June A.D. 2021.

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

William M. Gardner
Secretary of State

Corporate Resolution

I, Jeffrey Gautsche, hereby certify that I am duly elected Clerk/Secretary of
(Name)

MTX Group Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June
(Month)

14, 2021 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Das Nobel, Chief Executive Officer (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of MTX Group Inc. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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 to which this certificate is attached. 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: 6/14/2021

ATTEST: 
(Name and Title)
Jeffrey Gautsche
Secretary & General Counsel

