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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

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March 22, 2022

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Maximus US Services, Inc. (Vendor # 273259), Reston, VA, in the amount of \$239,847.74 for project management of the operation, maintenance, and enhancement of the Women, Infants, and Children Management Information System, effective upon Governor and Council approval through March 31, 2028. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**05-95-90-902010-52600000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF POPULATION HEALTH AND COMMUNITY SERVICES, WIC SUPPLEMENTAL NUTRITION PROGRAM**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Program Services	90006041	\$14,204.74
2023	102-500731	Contracts for Program Services	90006041	\$39,975
2024	102-500731	Contracts for Program Services	90006041	\$39,975
2025	102-500731	Contracts for Program Services	90006041	\$39,975
2026	102-500731	Contracts for Program Services	90006041	\$39,975
2027	102-500731	Contracts for Program Services	90006041	\$39,975
2028	102-500731	Contracts for Program Services	90006041	\$25,768
			<b>Total</b>	<b>\$239,847.74</b>

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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### **EXPLANATION**

The purpose of this request is to provide management and oversight for the operation, maintenance, and enhancement of the Multi-State Consortium Women, Infants, and Children Management Information System. The Special Supplemental Nutrition Program for Women, Infants, and Children is a 100% federally funded nutrition program administered under an agreement between each member of the Multi-State Consortium. The program services low income women, infants, and children with nutrition education, healthy foods, and healthcare referrals.

The Multi-State Consortium is a group of four (4) states, Hawaii, Inter Tribal Council of Arizona, Kansas, and New Hampshire, who originally signed an MOU in 2009, to procure technical services for maintenance and enhancement of a single Management Information System for the Special Supplemental Nutrition Program for Women, Infants and Children. Since then, the four states have continued to procure additional services together for efficient use of federal dollars and shared oversight. Each member administers services in their respective states. The lead state is Hawaii. The four programs combined provide more than \$91 million in food benefits annually to an average of approximately 132,000 clients per month at 253 clinics statewide.

A dedicated project manager will provide management and oversight. The project manager will be responsible for day to day project related resource management, change management assistance, and assistance with all project coordination activities between the four states.

The Department will conduct the following inspections of the Contractor's performance during this Contract:

- Review project plans;
- Review records/reports;
- Review user input/feedback; and
- Monitor performance and interaction between the Contractor, Multi-State Consortium, and all stake holders.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from July 13, 2021 through October 5, 2021. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

Should the Governor and Council not authorize this request, New Hampshire will not be able to participate in the Multi-State Consortium and risks being out of compliance with federal requirements, including but not limited to: product code maintenance, budget utilization, protection of federal funds, security, privacy, change management process, work orders, biannual releases and meeting federal regulation changes timely as required by the United States Department of Agriculture.

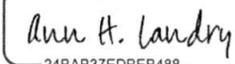
Area served: Statewide

Source of Federal Funds: Assistance Listing Number #10.557, FAIN # 204NH703W1003

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Respectfully submitted,

DocuSigned by:  
  
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Lori A. Shibinette

Commissioner



**Subject:** WIC Management Information System Project Management Services (RFP-2021-DPHS-05-WICMA-01)

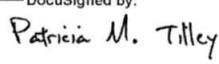
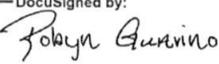
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

### AGREEMENT

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

### GENERAL PROVISIONS

#### 1. IDENTIFICATION.

1.1 State Agency Name  New Hampshire Department of Health and Human Services		1.2 State Agency Address  129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name  Maximus US Services, Inc.		1.4 Contractor Address  1891 Metro Center Drive Reston, Virginia, 20190	
1.5 Contractor Phone Number  (703) 251-8353	1.6 Account Number  05-95-90-902010-52600000	1.7 Completion Date  March 31, 2028	1.8 Price Limitation  \$239,847.74
1.9 Contracting Officer for State Agency  Nathan D. White, Director		1.10 State Agency Telephone Number  (603) 271-9631	
1.11 Contractor Signature  DocuSigned by:  Date: 4/4/2022		1.12 Name and Title of Contractor Signatory J. Hunter Fede  Legal Counsel- Sr. Manager	
1.13 State Agency Signature  DocuSigned by:  Date: 4/5/2022		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: 4/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT A**

**Revisions to Standard Agreement Provisions**

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on April 1, 2022 ("Effective Date").

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

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

1.3. Paragraph 13, Indemnification, is amended by modifying to read:

13. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs and resulting proven direct damages for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, to the extent proximately caused by (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.

1.4. Paragraph 14, Insurance, is amended by modifying subparagraph 14.1.2. to read:

**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT A**

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14.1.2. Special cause of loss property insurance coverage form covering Contractor's property and property in the Contractor's care, custody or control subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT B**

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**Scope of Services**

**1. Project Overview**

- 1.1. The Multi-State Consortium (“MSC”) is composed of the Women, Infants and Children (“WIC”) Services Programs for the State of New Hampshire, the State of Kansas, the State of Hawaii, and the Inter Tribal Council of Arizona (“ITCA”) hereinafter collectively called “MSC”. The MSC members receive grant funds through United States Department of Agriculture (“USDA”) Food Nutrition Service (“FNS”) for WIC operating costs that they in turn, use to fund activities of the MSC. Collectively, the MSC distributes more than \$91 million in food benefits annually to approximately 92,500 participants per month through 253 clinic sites. The MSC also receives over \$42 million in Nutrition Services Administration (“NSA”) base grants to administer their respective WIC programs.
- 1.2. The WIC Services Programs provide nutritious supplemental foods, nutrition education, breastfeeding support and promotion and referrals to other health and social services programs to improve the health status of eligible women, infants, and children.
- 1.3. The MSC Management Information System (“MIS”) is a transfer system originally developed for the State of Washington by Starling Systems (formally Starling Consulting Inc., which was acquired by, and is now known as CQuest America Inc.). The system was implemented in 2004 in Kansas WIC as the “KWIC” system, in ITCA as the Shared Tribal Automated Reporting System “STARS”, New Hampshire in 2005 as the StarLINC system, and Hawaii in 2017 as HiWIC. Any reference to the individual systems (if any) shall be by their respective names, (i.e. KWIC, STARS, StarLINC and HiWIC).
- 1.4. This contracting service is needed to ensure the project proceeds without error, delay or interruption, and is in compliance with the USDA, FNS Handbook 901 v2, updated January 2020.
- 1.5. The incumbent Maintenance & Enhancements (“M&E”) Contractor (CQuest America Inc.) is responsible for maintaining the source code and developing enhancements to the MIS. CQuest America Inc. also hosts and maintains the WIC program databases for Kansas, New Hampshire and Hawaii. ITCA currently hosts its own database server.

**2. Statement of Work**

- 2.1. The Contractor shall provide project management and oversight of the MSC M&E MIS Project. The Contractor shall implement all decisions made by the MSC related to operations and the overall management of the project.
- 2.2. Contractor’s Responsibilities

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**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT B**

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- 2.2.1. The Contractor shall be responsible for the daily M&E Project related resource management, change management assistance, and assistance with all project coordination activities between the MSC and M&E contractor.
  - 2.2.1.1. Availability: The Contractor shall be accessible and available to work with each MSC's WIC staff, contractors and project stakeholders. Communication may be conducted via teleconferencing, phone calls, email, or any other method(s) deemed suitable to accomplish the necessary tasks of the project and fulfil the required responsibilities.
  - 2.2.1.2. Meetings: The Contractor shall plan at least two (2) Semi-Annual Summit meetings (one face-to-face, and one virtual) for each contract year. Due to the COVID-19 pandemic, the meeting format shall conform with recommended CDC guidelines. The date(s) and location(s) of these meetings shall be determined by the MSC.
  - 2.2.1.3. Experience: The Contractor shall have WIC and EBT experience along with prior project management experience with projects of similar scope and complexity. The Contractor shall have Project Management Professional ("PMP") or equivalent certification.
  - 2.2.1.4. Billing. The ongoing duties, tasks and responsibilities described, but not limited to, herein shall be billable monthly as Deliverable 1: "Project Management Oversight" (see Section 4, Schedule of Deliverables).

2.3. General

- 2.3.1. The Contractor shall:
  - 2.3.1.1. Provide management oversight for the M&E Project. As such, the Contractor shall interact with the MSC, Change Control Board ("CCB"), M&E contractor, workgroups, and all stakeholders to ensure the continued maintenance, enhancement and operations of the MIS and database hosting services.
  - 2.3.1.2. Act as liaison between the MSC and the M&E contractor and interact with the USDA FNS as needed.
  - 2.3.1.3. Provide a budget for subsequent Federal Fiscal Years ("FFY"), with the data and guidance from the MSC and input from the M&E contractor that will assist MSC in their respective fiscal planning, annual WIC grant requests and grant management.
  - 2.3.1.4. Provide direction and facilitation of M&E Project activities.
  - 2.3.1.5. Provide agendas, minutes, and other required documentation for all M&E Project meetings.
  - 2.3.1.6. Assist in assembling committees and/or workgroups as directed by the MSC.

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**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT B**

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- 2.3.1.7. Schedule and facilitate meetings for the MSC, and workgroups.
- 2.3.1.8. Serve as the central point of contact for all M&E Project communications.
- 2.3.1.9. Maintain the MSC furnished SharePoint site to store MSC M&E Project documentation.

**2.4. Risk Management**

- 2.4.1. The Contractor shall identify, record, assess, and report all M&E Project risks to the MSC monthly, or as needed. Specific tasks include:
  - 2.4.1.1. Creating and managing an assessment tool to identify all risks related to quality, user satisfaction, schedule, technology, and other critical issues;
  - 2.4.1.2. Conducting assessment and updating collated results when requested by the MSC;
  - 2.4.1.3. Facilitating risk mitigation discussions and strategy creation with the MSC during scheduled and as-needed MSC calls;
  - 2.4.1.4. Documenting strategies and action plans developed in conjunction with the MSC; and
  - 2.4.1.5. Tracking progress, updating documents and action plans, and providing monthly updates to MSC.

**2.5. Semi-Annual Meetings**

- 2.5.1. The Contractor shall coordinate a minimum of two (2) MSC Semi-Annual Summit Meetings for each contract year. Due to the COVID-19 pandemic, the meeting format shall conform to recommended CDC guidelines. Specific tasks include:
  - 2.5.1.1. Conducting preliminary cost assessment for the Semi-Annual Summit Meeting and incorporating into budget. (See Sub-Section 2.2.1.2.)
  - 2.5.1.2. Coordinating logistics and goals for the Semi-Annual Summit Meeting. The Contractor shall:
    - 2.5.1.2.1. Identify the host state and location and coordinate logistics with the host MSC Member, including available hotel and meeting room options and invitations. Due to COVID-19, meetings may need to be conducted virtually;
    - 2.5.1.2.2. Work with the MSC to identify meeting goals, create agendas, generate content, provide facilitation for sessions, and generate meeting minutes, as necessary;
    - 2.5.1.2.3. Capture attendee evaluations/assessments; and
    - 2.5.1.2.4. Review lessons learned from the previous year.

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2.6. Project Report

2.6.1. The Contractor shall create and present a "State of the MSC M&E Project" report for the Semi-Annual Summit Meetings. This report shall be a recurring deliverable over the term of the Contractor's Contract (see Section 4, Schedule of Deliverables). This report shall contain an assessment of the current state of the M&E Project, including:

- 2.6.1.1. An assessment and feedback from each MSC as to the general level of satisfaction with the M&E processes and services;
- 2.6.1.2. Identification of problems and areas for improvement and associated risk to the project;
- 2.6.1.3. Recommendations to remediate identified problems and deficiencies; and
- 2.6.1.4. Recommendations for future enhancements to the MIS system with suggested prioritizations and possible scheduling of implementation.

2.7. Six (6) Year MSC Project Work Plan

2.7.1. The Contractor shall provide support for drafting, updating, and reviewing the Six (6) Year MSC Project Work Plan by:

- 2.7.1.1. Preparing a "Project Work Plan" (see Section 4, Schedule of Deliverables, "Deliverable 3");
- 2.7.1.2. Facilitating a face-to-face review of the Six (6) Year MSC Project Work Plan at each Semi-Annual meeting;
- 2.7.1.3. Documenting updates to the Six (6) Year MSC Work Plan decided at the initial meeting;
- 2.7.1.4. Facilitating up to two (2) additional conference calls with the MSC to continue the discussion of the Work Plan, as needed;
- 2.7.1.5. Updating the MSC Work Plan to remain current, as needed; and
- 2.7.1.6. Preparing for meetings and follow-up activities.
- 2.7.1.7. This Project Work Plan deliverable shall be due forty-five (45) days from the execution of this contract and shall contain:
  - 2.7.1.7.1. A detailed description of the Contractor's understanding of their responsibilities, tasks, and obligations to the M&E Project;
  - 2.7.1.7.2. A detailed description of how the Contractor plans to fulfill and execute those responsibilities, tasks and obligations; and
  - 2.7.1.7.3. Any recommendations for the MSC with regards to improving or addressing concerns regarding procedures, communications, or other area, and possible steps to mitigate these concerns.
- 2.7.1.8. The Six (6) Year Project Work Plan shall be subject to updates and modifications over the course of the M&E Project, upon MSC approval(s).

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- 2.8. The Contractor shall assist MSC in quarterly assessments of the M&E Contractor by:
  - 2.8.1. Maintaining the tool that is used to assess M&E Contractor performance and risk assessment, including opportunities and challenges;
  - 2.8.2. Maintaining the MSC furnished SharePoint site to store all MSC M&E Project documentation, (See Sub-Section 2.3.1.8.) to track key performance indicators for the M&E Contractor and MSC activities;
  - 2.8.3. Briefing the MSC and stakeholders on results, document actions, and track progress; and
  - 2.8.4. Communicating the results to MSC.
- 2.9. The Contractor shall furnish the necessary personnel, materials, equipment and services, including maintenance, required to successfully perform the duties, responsibilities and tasks described herein.
- 2.10. Communications
  - 2.10.1. Where relevant (e.g. meeting times, due dates and times, schedules, etc.) the Contractor shall coordinate with the multiple time zones of the MSC (Hawaii - HST; Kansas & ITCA - MST; and New Hampshire - EST); CQuest - CST and any other stakeholders.
- 2.11. Change Management Process
  - 2.11.1. MSC governance consists of the MSC, the CCB, the Contractor, and other strategic planning work groups and task forces. The MSC and CCB each meet separately twice per month. The Contractor shall organize and maintain MSC communications and documentation of information, events, and product status.
  - 2.11.2. Contractor Change Management Process activities balance business demands across entities against the need to maintain existing levels of common functionality, and prioritize the use of available resources (staff, money, and time) for system defect repair and technical and functional enhancements. The Contractor shall provide management, oversight, coordination, facilitation, issue resolution, and documentation of the Change Management functions critical to the MSC. In this role, the Contractor shall interact with FNS, MSC, CCB, M&E Contractor, work groups and all relevant stakeholders.
  - 2.11.3. CQuest America Inc. contracts are nearing the end of the contract performance period. The MSC is soliciting an M&E Contractor to provide hosting, operations, software maintenance, technical support services, and software enhancements for the MIS operated by the MSC in a separate procurement. However, as the Change Management Process is central to the activities of the M&E Contractor and contractually defined, the Contractor shall manage and oversee

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- the activities associated with this process either with CQuest America Inc., or with the prospective selected M&E Contractor. (see Exhibit B-1, "MSC Change Management Process" which is attached hereto and incorporated by reference herein).
- 2.11.4. The Contractor shall manage the activities of the M&E Contractor for maintenance, functional enhancements and resolving system defects to the MIS.
- 2.11.5. Additionally, functional enhancements and system defect fixes may be initiated by a Change Request ("CR") and Work Order ("WO") by one or more members of the MSC. The MSC may designate a MSC member for MIS Projects to serve as the lead in a particular system change effort (i.e. system defect resolution or functional enhancement).
- 2.11.6. The Contractor shall prepare and submit a "Change Management Review & Assessment" report due no later than one hundred eighty (180) days after the execution of the contract start date (see Section 4, Schedule of Deliverables, Deliverable 4"). This Change Management Review & Assessment report shall contain:
- 2.11.6.1. An assessment of the current Change Management Process (both fixes and enhancements) as to its effectiveness;
- 2.11.6.2. Identification of any weaknesses in the current Change Management Process (both fixes and enhancements); and
- 2.11.6.3. Recommendations to mitigate identified problems or weaknesses.
- 2.12. The Contractor shall manage the Change Management Process and provide Change Management support for functional enhancements by:
- 2.12.1. Serving as the point of contact for all interaction with the M&E Contractor;
- 2.12.2. Monitoring, providing oversight, and coordinating the Change Management activities of the M&E Contractor, the CCB, and the workgroups;
- 2.12.3. Providing an initial review of all M&E Contractor deliverables for timeliness, completeness, accuracy, and quality;
- 2.12.4. Distributing and seeking MSC member acceptance of all deliverables;
- 2.12.5. Coordinating with M&E Contractor revisions of unapproved deliverables;
- 2.12.6. Coordinating member State Agency ("SA") reviews and comments of M&E Contractor deliverables;
- 2.12.7. Scheduling and conducting weekly calls with M&E Contractor to discuss work status and issues;
- 2.12.8. Creating agendas and meeting summaries;
- 2.12.9. Distributing to stakeholders;

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- 2.12.10. Updating the MSC, the CCB, and task force groups on Change Management status, action items and issues;
- 2.12.11. Providing guidance to the CCB and task force groups for technical and process related decision-making;
- 2.12.12. Reviewing and revising the Change Management Process Document by:
  - 2.12.12.1. Identifying and documenting improvements to the Change Management Process based on input provided from the MSC;
  - 2.12.12.2. Annually proposing process changes and seeking approval for the CCB and MSC, if required;
  - 2.12.12.3. Revising Change Management Process documents; and
  - 2.12.12.4. Publishing to MSC furnished SharePoint site mentioned in Sub-Section 2.3.1.8.
- 2.12.13. Providing ongoing management of system enhancement assessment by:
  - 2.12.13.1. Managing and assisting member SA initial change idea entry;
  - 2.12.13.2. Managing and assisting the CCB with Change Request assessment, prioritizing, and approval;
  - 2.12.13.3. Managing and assisting the CCB and the M&E Contractor with defining requirements;
  - 2.12.13.4. Assisting the MSC with determining funding sources. Funding for enhancements may require separate federal grant(s) in which case, the MSC shall determine the member who will serve as the Primary State for the enhancement effort;
  - 2.12.13.5. Request binding cost estimate and scope of work ("SOW") from M&E Contractor;
  - 2.12.13.6. Managing and assisting the CCB and MSC with final approvals of pertinent documentation such as binding cost estimates, Statements of Work, etc; and
  - 2.12.13.7. Initiating release management process.
- 2.13. The Contractor shall provide Change Management support for system defect assessment and resolution by:
  - 2.13.1. Providing ongoing management of system defect assessment by:
    - 2.13.1.1. Facilitating review of defects by the CCB, if requested;
    - 2.13.1.2. Performing a biweekly review of Help Desk issue log.
    - 2.13.1.3. Scheduling and facilitating biweekly Help Desk review meetings; and
    - 2.13.1.4. Creating agendas, writing summaries, and facilitating discussions.

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- 2.13.2. Managing release planning by:
  - 2.13.2.1. Assisting the CCB and the M&E Contractor with the review, prioritizing, and bundling of change requests and defect fixes into releases;
  - 2.13.2.2. Maintaining and publishing the Release Schedule;
  - 2.13.2.3. Tracking progress of task order and Release Schedule status;
  - 2.13.2.4. Establishing User Acceptance Testing (“UAT”) start and end dates with member SA testing coordinators;
  - 2.13.2.5. Facilitating review and approval of the M&E Contractor’s SOW; and
  - 2.13.2.6. Working in conjunction with MSC for MIS Projects in preparation and execution of task orders.
- 2.13.3. Providing UAT management: Tracking and documenting member SA installation dates and status into each MSC member’s test environment by:
  - 2.13.3.1. Reviewing known defects and support member SAs with defect identification;
  - 2.13.3.2. Compiling member SA test results into Test Summary;
  - 2.13.3.3. Initiating and conclude approval process; and
  - 2.13.3.4. Coordinating next step activities with the M&E Contractor in the event of failed UAT.
- 2.13.4. Coordinating SA release deployment activities by:
  - 2.13.4.1. Coordinating the deployment of releases into test and production environments with member SAs and the M&E Contractor;
  - 2.13.4.2. Maintaining log of release deployment by SAs over time;
  - 2.13.4.3. Facilitating discussion, documenting and disseminating information about technical implementation issues and resolutions; and
  - 2.13.4.4. Facilitating discussion, documenting and disseminating information about workarounds for application functional issues deployed to production environments.

2.14. Additional Services.

- 2.14.1. The following requirements below are options that shall be exercised by the MSC. The designated MSC member that the MSC selects to exercise any of the options shall secure funding from and submit the documentation to USDA/FNS on behalf of the MSC.

- 2.14.1.1. Advance Planning Documents (“APD”).

- 2.14.1.1.1. The Contractor shall create, write and develop MSC APD approved by the MSC for submission to FNS. As the development of this documentation requires high level decisions, in writing said documentation, the Contractor shall



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- 2.14.1.2.2.2. Facilitating one AWG meeting per month for the subsequent ten (10) months, to address any outstanding issues;
- 2.14.1.2.2.3. Incorporating lessons learned from previous acquisition work and keeping an ongoing record/log of lessons learned;
- 2.14.1.2.2.4. Assisting the MSC with compiling the SOW, including but not limited to Service Level Requirements; and
- 2.14.1.2.2.5. Providing as-needed services, including AWG support for IV&V contractor or QA contractor, if the MSC requires these services.

2.14.1.3. The Contractor shall provide costs to provide these services. The MSC shall execute these services at their discretion.

2.14.1.4. The Contractor shall invoice the designated MSC member for MIS Projects separately via a modification to that MSC member's contract with the Contractor.

**2.15. Contractor Travel**

2.15.1. The Contractor shall coordinate and advise MSC of travel in advance. Due to the COVID-19 pandemic, all travel shall conform to recommended CDC guidelines.

2.15.1.1. The Contractor shall plan, coordinate, and facilitate one (1) semi-annual MSC Summit Meeting each contract year in a state/location chosen by the MSC if travel is feasible. If travel is not feasible, the meeting shall be held virtually.

2.15.1.2. If applicable, the Contractor shall include travel in the overall cost and not reflect it as a separate item.

**2.16. MSC RESPONSIBILITIES**

**2.16.1. Contractor Surveillance**

2.16.1.1. The MSC shall conduct, at minimum, the following inspections of the Contractor's performance during this Contract:

2.16.1.1.1. Reviewing project plans;

2.16.1.1.2. Reviewing records/reports;

2.16.1.1.3. Reviewing user input/feedback; and

2.16.1.1.4. Monitoring performance and interaction between the Contractor and the MSC and all stake holders.

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- 2.16.2. MSC surveillance shall not be so intrusive as to impact the Contractor's successful completion of Contractor's responsibilities and work.
- 2.16.3. Surveillance observations/inspections made by the MSC shall be recorded weekly and reported monthly. These monthly reports serve as the Contractor's record of performance.
- 2.17. M&E PROJECT OVERSIGHT
  - 2.17.1. The MSC shall be responsible for the oversight of the M&E Project and the approval and acceptance of all Contractor deliverables.
  - 2.17.2. In addition to the above, the MSC shall be responsible for the following:
    - 2.17.2.1. Providing oversight of the project in terms of monitoring a) the contract, and b) the Contractor;
    - 2.17.2.2. Reviewing and accepting the deliverables for the MSC;
    - 2.17.2.3. Determining if the project is on schedule, and if not, determining the cause and making appropriate adjustments;
    - 2.17.2.4. Monitoring the expenditures that have been made, ensuring adequacy of project funding, and maintaining the project budget schedule;
    - 2.17.2.5. Monitoring contract and preparing contract modifications; and
    - 2.17.2.6. Submitting project reports to the USDA FNS and attending required meetings.

**3. Exhibits Incorporated**

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

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#### 4. Schedule of Deliverables

4.1. The Contractor's Schedule of Deliverables is as follows:

Deliverable	Description	Quantity	Unit of Issue	Unit Price (Firm Fixed Price)	Total Cost
1	Project Management & Oversight: Recurring project activities including (but not restricted to) Monthly Status and Summary Reports, project plans, meeting scheduling, meeting agendas, meeting minutes, documentation updates, action items, annual budget inputs, Change-Management tasks and travel.	72	Monthly	\$2,863.3683	\$206,162.52
2	Annual "State of MSC M&E Project Report" – Presented at Semi-Annual Summit Meeting.	6	Annual	\$5,614.20	\$33,685.22
3	Detailed "Project Work Plan" (45 days from execution of last contract).	1	Each	N/A	N/A
4	"Change Management Review & Assessment" (fixes and enhancements) (due 180 days from execution of last contract).	1	Each	N/A	N/A
<b>TOTAL COST</b>					\$239,847.74
<b>Additional Services Annual Pricing</b>					
5	Advance Planning Document (APD) (Hours to be determined)	1	Hourly		\$138
6	Independent Verification & Validation scope of work.	1	Each		\$13,665

4.2. The costs above shall be provided as an optional service to be executed at the discretion of the MSC.

4.3. Source of Funds are Federal Funds from USDA Food and Nutrition, Nutrition Services Admin Funds.

#### 5. Additional Terms

##### 5.1. Impacts Resulting from Court Orders or Legislative Changes

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



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**5.2. Credits and Copyright Ownership**

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

**6. Records**

- 6.1. The Contractor shall keep records that include, but are not limited to:
  - 6.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.
  - 6.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 6.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and

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any of their designated representatives shall have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

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# Change Management Process

The Multi-State Consortium currently consists of the following:

- Hawaii WIC Program
- Inter Tribal Council of Arizona, Inc. (ITCA) WIC Program
- Kansas WIC Program
- New Hampshire WIC Program

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**Exhibit B-1**

This document details the rules and guidelines for the Change Management Process.

Exhibit B-1

MSC Change Management Process – 2020

Document Version History:

Date	Updated by	Summary of Changes	Version
04/22/2020	David Thomason	Revised from earlier out of date versions	4.0
4/30/2020	Lissa Sirois	Revised to reflect Hawaii joining MSC, updated Change Request Form and MSC staffing	4.1

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# MSC Change Management Process – 2020

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## MSC Change Management Process – 2020

### **Introduction**

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The purpose of the MSC Change Management Process is to define how new ideas evolve into Change Requests and how they will be handled within the MSC. This document details the processes and tools necessary for managing change requests to resolution for both the members of the MSC and the Contractor.

Through this process, change requests are handled consistently and are subject to internal controls and approvals. Adherence to this process allows business demands to be balanced against the need to maintain existing levels of common functionality and prioritizes the use of available resources for change.

### **Process Overview**

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**The goal of Change Management is to control and manage approved changes with accepted risk.** If unmanaged, Change Requests may result in dissatisfaction, missed deadlines and cost over-runs.

A Change Request is defined as any activity that alters the requirements, basic architecture, cost or schedule of a production application, software, or hardware configuration. More specifically, all new ideas formally approved and finalized as a Change Request will be governed by the Change Management Process.

The MSC, Contractor, developers, or Work Groups may initiate Change Requests at any time by submitting a Change Request (CR) form. It is recommended that change ideas be discussed within the owner's state first and then shared with the other MSC states before submitting an official form to the MSC Project Manager. This helps to eliminate duplicate or inappropriate CRs and accelerates the CR process. CRs may be approved for implementation, tabled, sent to a workgroup, withdrawn, or cancelled by the Change Control Board. After a CR is approved, the release schedule, budget and other appropriate documentation is updated. If a CR is elevated to the status of needing a Change Order requiring a contract amendment and/or alternate funding source outside of the existing contract, the Executive Committee will review the Change Order for final approval.

The procedures defined in this document include the steps required for submitting, reviewing, tracking and approving Change Requests.

The CCB membership is composed of internal MSC and Contractor team members and is chaired by the MSC Project Manager - or his/her designee.

The CCB includes:

- MSC Project Manager
- MSC State Agency Subject Matter Experts (SME)/Representatives (voting members)
- Contractor - Project Managers
- Contractor - Business Analysts

Additional team members may be invited to CCB meetings as needed to provide support and input into the review process.

- Originator of Request/Owner
- Contractor - Developers

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## MSC Change Management Process – 2020

- Contractor - Testers, etc.

### Process Administration

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The MSC Project Manager and the Contractor Project Managers are responsible for managing Change Requests.

The MSC Project Manager is responsible for making any updates to this document and for administering the process.

The Change Control Board (CCB) is responsible for reviewing and approving/disapproving Change Requests and forwarding Work Orders, to the Executive Steering Committee.

### Change Management Definitions

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#### Change Request Form

System users, including staff from the Contractor, will use an electronic version of the Change Request (CR) form shown in Appendix B to submit all Change Requests.

#### Change Priorities

The CCB has the final determination in setting the priority relative to the change. Due dates for the estimates, if required, will be determined by the CCB.

Change Requests are prioritized as:

- **High** – USDA mandated in order to maintain compliance with Federal Regulations or causing disruption in the issuance of benefits, clinic flow or State Agency work flow. No work-around solution is available, or USDA mandated changes where no waiver is obtained.
- **Medium** – highly desirable. Work-around solution is possible but undesirable or a waiver is obtained to delay a USDA mandated change until the change can be prioritized into the release schedule.
- **Low** – desirable but not necessary. May be a future enhancement.

#### Change Request Types

Listed below are the basic types of Change Requests that may occur.

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Types of Change Requests	
<b>New Functionality</b>	New functionality CR's will typically originate from the MSC.

## MSC Change Management Process – 2020

<b>Requirement Change</b>	A function or feature may have been overlooked during requirements gathering or business needs may have changed.
<b>New Federal Regulation</b>	USDA clarifies current regulation that causes system changes or new regulations are released that require system changes.
<b>Configuration Change</b>	<p>Requests for configuration changes will typically originate from the Contractor development team or Architect. For example, an alternate or improved architecture or design approach may be proposed to produce better system response time or more efficient Contractor maintenance of the system.</p> <p>Configuration changes may also be needed as new and improved technologies become available.</p>

### Status Codes

Status codes indicate where the Change Request is in the Change Management process. A list of status code definitions used to track and report progress on Change Requests is detailed below. Additional codes may be included as necessary.

Code	Short Description	Description	Use Indicator
<b>Approved</b>	Approved	Final approval of CR has been received by all appropriate parties.	Required
<b>Tabled for further Discussion</b>	Tabled	CR needs further discussion or information before it can be approved; not appropriate for a Work Group.	Required
<b>Sent to formal Work Group</b>	Work Group	CR approved by MSC but sent to Work Group for further discussion and design.	Required
<b>Withdrawn</b>	Withdrawn	Used to indicate that the owner has withdrawn the request. CR's may be withdrawn at any time during the Change Management process.	Required
<b>Cancelled- Outright</b>	Cancelled	Cancelled by MSC agreement.	Required
<b>Cancelled- resolved through fixing a defect</b>	Defect	CR cancelled due to resolution through contractor fixing a defect	Required

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## MSC Change Management Process – 2020

<b>Cancelled- resolved through a Work Order</b>	Work Order	CR cancelled due to creation of a work order	Required
<b>Completed and Implemented</b>	Complete	CR completed and implemented for all approving states	Required

### Change Management Roles

The Change Management roles are identified and described below.

#### Owner

A Change Request owner will be the person who requested the change or is championing the change on behalf of their state and the MSC. The owner's responsibility is to fully describe the change and assist in completing the CR form by preparing estimates (if requested), detailed justification, impact and alternatives. The Change Request owner may delegate responsibility for the documentation of the Change Request to another staff member, but is ultimately responsible for the accuracy and completion of the CR form and implementation efforts if the change request is approved.

The CCB will designate a central point of contact and owner of USDA proposed or mandated changes in order to facilitate and guide them through the change management process.

#### Change Control Board

The Change Control Board (CCB) is the central point for submission and review of all Change Requests. It is also the focal point for deciding which proposed Change Requests will be approved for implementation, rejected, or deferred. The CCB will be facilitated by the MSC Project Manager who will make every effort to obtain a consensus among the members in order to gain uniform agreement on the disposition of Change Requests. The CCB will meet monthly.

Decisions within the CCB will be reached via consensus by the Program Representatives. Decisions using consensus are reached when everyone agrees on a single course of action. Neither the MSC Project Manager nor the Contractor staff will be included in the decision-making responsibilities. If a decision cannot be reached using consensus, the CCB will use majority, which means that a decision is reached with support obtained from the majority of the members.

The CCB membership includes representatives from the MSC and the Contractor.

CCB Members:

- MSC Project Manager
  - CCB Facilitator
- Contractor Project Manager
- Contractor SME/Representative
- HI Program SME/Representative (voting member)

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## MSC Change Management Process – 2020

- ITCA Program SME/Representative (voting member)
- KS Program SME/Representative (voting member)
- NH Program SME/Representative (voting member)

The owner/originator of the Change Request, Development, Infrastructure or QA team members and/or specific state WIC staff/resources may be invited to attend a CCB meeting to provide support and input into the review process. These attendees do not attend CCB meetings on a regular basis.

When the CCB determines a Change Request meets the standards of a Work Order, the CR will then be moved to the Executive Steering Committee for review.

Executive Steering Committee Members:

- Hawaii WIC Director
- ITCA Inter Tribal Council of Arizona WIC Director
- Kansas WIC Director
- New Hampshire WIC Director

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## MSC Change Management Process – 2020

**Change Control Process Narrative**

Steps	Description	Completed
1	Use the Change Request (CR) Form to clearly identify the issue that needs to be addressed.	
2	Review the issue and resolution ideas first with your own state and local staff as necessary.	
3	<p>Review the issue and resolution ideas with appropriate staff from the other MSC states. The purpose of this step is to inquire if other states are having the same issue and to seek any other thoughts about resolving the issue. Having this discussion will hopefully make the CR clearer. This is also the time to make the determination whether or not a CR is the best way forward. There may be another way to resolve the issue. Also note that the issue and potential system change may not apply to every MSC state.</p> <p>If there is general consensus that a CR is needed, make any necessary revisions to the CR and send it to the MSC Project Manager.</p>	
4	Submit completed CR to MSC Project Manager.	
5.	The Project Manager will log the CR into the CR spreadsheet. The CR Owner/Champion will be prepared to present the CR at an upcoming MSC Status meeting for review.	
6.	Decisions about moving the CR forward and assigning the final priority level will be determined at the status meeting.	
7.	For CRs that are approved to move forward, CQuest will draft one or more proposed solutions including work estimates. Proposed solutions will be reviewed, discussed and approved during an MSC Design meeting.	
8.	<p>CQuest will present information regarding the issue and suggestions or alternatives to resolve the issue. After hearing the proposals or alternative solutions, the following outcomes are possible:</p> <ul style="list-style-type: none"> <li>• The proposals are approved and the CR is tentatively scheduled for an upcoming release.</li> <li>• An alternative resolution is proposed through a Work Order or Change Order and the CR is canceled.</li> </ul>	

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## MSC Change Management Process – 2020

	<ul style="list-style-type: none"> <li>• It is determined that the issue is caused by a defect in the MIS. The identified defect is logged and a fix is scheduled for an upcoming release. The CR is canceled.</li> <li>• The CR is tabled for further discussion or sent to a formal Work Group.</li> <li>• The CR is cancelled outright or withdrawn. One possible reason for outright cancellation is the cost outweighs the benefit.</li> </ul> <p>Outcomes are documented by the MSC Project Manager on the CR Form and in the CR spreadsheet.</p>	
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### Instructions for filling out the Change Request form:

- **CR Title:** Give the CR a relatively short title that identifies the needed change.
- **Date Created:** The date the CR is created.
- **CR Number:** The CR number is assigned by the MSC Project Manager
- **Owner/Champion:** This is the person who is the Champion to see the change through the process until the end of its life.
- **Agency:** Identify the State Agency that is initiating the CR.
- **The Issue:**
  - **Description:** Clearly describe the issue that needs to be addressed in full detail to the best of your ability.
    - An example of a well written description: Currently there isn't a canned report or a way to create an ad hoc report that lists out all clients that use "Other" as the proof of ID as well as what they used for their proof of income at the time of certification. Enhancing a current report or creating a new report that pulls this information would be helpful.
  - **Screens/Functions:** List any screens, data fields or functionality in the MIS that the issue affects.
  - **Outcome Desired:** What is the desired outcome you would like to see once this issue is addressed?
    - A new function?
    - A new data field on an existing screen or a new screen?
    - A new report?
- **Justification:** Describe how the WIC program will benefit from addressing this issue.
- **Owner/Champion Suggested Priority:** Suggest the priority for this CR.

**Change Request Priority Levels:**

  - High: (USDA mandated items; no work arounds exist to resolve an issue)
  - Medium: (Highly desirable items; potential work arounds exist; USDA required items but a temporary waiver is in effect)
  - Low: (Desirable but not necessary; could be a future enhancement)

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## MSC Change Management Process – 2020

**Change Management Process Sign Off and Approval**

This is the signature page for the MSC Change Management Process.

The signatures below indicate that all applicable parties have reviewed this document and have a common understanding of, and agree to, all the sections.

Hawaii WIC	Name	Melanie Murakami	
	Title	Hawaii WIC Program Director	
	Signature		Date:

ITCA WIC	Name	Mindy Jossefides	
	Title	Inter Tribal Council of Arizona WIC Program Director	
	Signature		Date:

Kansas WIC	Name	Dave Thomason	
	Title	Kansas WIC Program Director	
	Signature		Date:

New Hampshire WIC	Name	Lissa Sirois	
	Title	New Hampshire WIC Program Director	
	Signature		Date:

MSC Project Manager	Name		
	Title		
	Signature		Date:

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## MSC Change Management Process – 2020

**Appendices**

## Appendix A: Glossary

Term	Definition
Change Control Board (CCB)	The central point for submission and review of all Change Requests. It is also the focal point for deciding which proposed Change Requests will be approved for implementation, deferred, or rejected.
Change Request	Any activity that alters the requirements, basic architecture, cost or schedule that may have on a production application, software, or hardware configuration.
Priority	A label that describes how critical the requested change is: High, Medium, and Low.
Title	A brief descriptive name by which the Change Request is referred.
Type	A label that identifies the type of change being requested (New Functionality, Requirement Change, New Federal Regulation, Configuration Change)
Configuration Management	Term given to the identification, tracking, and managing of all the assets or characteristics of the assets.
Cost to Implement	The cost in dollars to implement the change.
CR	Change Request form
CR#	A unique number by which a Change Request is tracked.
HI	Abbreviation of the Hawaii WIC Program
ITCA	Abbreviation for the Inter Tribal Council of Arizona WIC Program
KS	Abbreviation for the Kansas WIC Program
NH	Abbreviation for the New Hampshire WIC Program
Owner	The person who submits the CR and is responsible for seeing the project through to implementation.
Status	Status of the change as it proceeds through the Change management process. See section titled Status Codes for a complete list.
Submit Date	The actual date the Change Request was submitted.
Multi State Consortium (MSC)	Term used to identify the Multi State Consortium which includes Kansas, Hawaii, New Hampshire, and the Inter Tribal Council of Arizona (ITCA)



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# MSC Change Management Process – 2020

## Appendix B: Change Request Form

CR NUMBER: \_\_\_\_\_

### MSC Change Request Form

CR Title: _____	Date Created: _____
Owner/Champion: _____	Agency: _____

<b>The Issue: (To be completed by Owner/Champion)</b>
<b>Description:</b> Describe the issue that needs to be addressed in as much detail as possible.
<b>Screens/Functions:</b> Clearly identify which screens or functions in the system are currently affected by this issue, if known.
<b>Outcome Desired:</b> What is the overall outcome you desire for this issue?

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## MSC Change Management Process – 2020

**Justification: (To be completed by Owner/Champion)**

*Describe the benefits from addressing the issue above.*

**Suggested Priority Level: (To be completed by Owner/Champion)**

- High: (USDA mandated items and system issues with no work arounds to resolve the issues)
- Medium: (Highly desirable items; potential work arounds exist; USDA required items but have granted a temporary waiver)
- Low: (Desirable but not necessary; could be a future enhancement)

**Proposed Solution(s) or Alternatives: (To be completed by Contractor)**

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## MSC Change Management Process – 2020

<b>General Notes on CR: (To be completed by the MSC Project Manager)</b> Include information about any related documentation that must be updated as a result of this CR

<b>CR Status Determination: (To be completed by the MSC Project Manager)</b>	
<i>This information will be updated as needed during the life of the CR.</i>	
<b>MSC Initial Review Date:</b>	
<b>Approved priority level:</b>	
<input type="checkbox"/> High: (USDA mandated items; no work arounds exist to resolve the issue)	
<input type="checkbox"/> Medium: (Highly desirable items; potential work arounds exist; USDA required items but a temporary waiver is in effect)	
<input type="checkbox"/> Low: (Desirable but not necessary; could be a future enhancement)	
<b>Impact, if any on O&amp;M:</b>	
<b>Estimated Number of Points associated with implementing the change:</b>	
<b>Release chosen for implementation:</b>	
<i>(Regular system releases are scheduled for April and September)</i>	
<b>CR Outcome Status</b>	<b>Date</b>
Approved	
Tabled for further discussion	
Sent to formal Work Group	
Withdrawn	
Cancelled Outright	

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### MSC Change Management Process - 2020

<input type="checkbox"/>	Cancelled - resolved through fixing a defect	
<input type="checkbox"/>	Cancelled - resolved through a Work Order	
<input type="checkbox"/>	Cancelled - resolved through a Change Order	
<input type="checkbox"/>	Completed and Implemented	

**Notes regarding Outcome Decisions: (To be completed by the MSC Project Manager)**

**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT C**

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**Payment Terms**

1. This Agreement is funded by:
  - 1.1. 100% INCLUDE FEDERAL AWARD PROJECT DESCRIPTION, as awarded on INCLUDE AWARD DATE, by the INCLUDE NAME OF FEDERAL AWARING AGENCY, CFDA# 10.557, FAIN# 204NH703W1003.
2. For the purposes of this Agreement:
  - 2.1. The Department has identified the Contractor as a Contractor, in accordance with 2 CFR 200.331.
  - 2.2. The Department has identified this Agreement as NON-R&D, in accordance with 2 CFR §200.332.
  - 2.3. The de minimis Indirect Cost Rate of 10% applies in accordance with 2 CFR §200.414.
3. Payments shall be made according to scheduled deliverables upon submission by the Contractor of invoices in triplicate for the services provided in accordance with Exhibit B, Scope of Services, and in accordance with the Schedule of Deliverables attached hereto as Exhibit X and made a part hereof. The Department shall withhold not more than five percent (5%) of the total contract amount until final settlement of this Contract.
4. Invoices shall be certified by the Contractor and accompanied by progress reports describing the services performed in providing the deliverables required under the Contract.
5. The deliverable shall be reviewed by the Department and shall be subject to the Department's preliminary determination of appropriateness and acceptance of the deliverable. Should the deliverable be unacceptable, the Department shall notify the Contractor within ten (10) working days from the receipt of the deliverable. The Contractor shall make all recommended changes and edits and re-submit the revised deliverable to the Department within ten (10) working days.
6. Final settlement of this Contract shall include submission and acceptance of all reports and other materials to be submitted by the Contractor to the Department, resolution of all discrepancies in the deliverables received or performance of services, and completion of all other outstanding matters under this Contract.
7. The Final invoice shall be submitted within forty-five (45) days after the termination date of the Contract. No payment shall be made if invoices are not received by the Department within forty-five (45) days after the termination date of the Contract.

**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT C**

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8. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov), or invoices may be mailed to:
- Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
9. The Department shall make payment to the Contractor subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
10. The final invoice shall be due to the Department no later than forty-five (45) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
11. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
12. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
13. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.
14. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
15. Audits
- 15.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if **any** of the following conditions exist:
- 15.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

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**New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services  
EXHIBIT C**

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- 15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 15.2. If Condition A exists, the Contractor shall submit an annual single audit performed by an independent Certified Public Accountant (CPA) to the Department within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 15.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 15.4. Any Contractor that receives an amount equal to or greater than \$250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.
- 15.5. In addition to, and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Contract to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services  
WIC Management Information System Project Management Services

Exhibit C-1

Annual MSC PM Contract Invoicing Breakdown by Required Cost Deliverables

Deliverable 1- Project Management and Oversight

Total 6-year Contract Value (Less Adn'l Services)	\$	1,284,120
Less Hawaii General Excise Tax (GET)	\$	13,920
Net	\$	1,270,200

Total Annual Amount calculate pro-rata invoicing \$ 17,641.67 (D6 divided by 72 months)

MSC	Tier 1 Level amount invoiced to each MSC Member		Tier 2 Balance of the total invoice amount equal to each MSC Member's pro-rata share		Total cost to MSC Member		Annual Amount for Each State	Total 6-Year Amount for Each State
	%	Tier 1 Amount	% of Pro-rated Share	Tier 2 Amount	Invoice to each MSC Member			
HI	10%	\$ 1,764.17	21.4781%	\$ 2,273.45	\$ 4,037.62	\$ 4,230.95	\$ 50,771.45	\$ 304,628.71
NH	10%	\$ 1,764.17	10.3845%	\$ 1,099.20	\$ 2,863.37	\$ 2,863.37	\$ 34,360.42	\$ 206,162.52
KS	10%	\$ 1,764.17	60.3615%	\$ 6,389.26	\$ 8,153.43	\$ 8,153.43	\$ 97,841.14	\$ 587,046.81
ITCA	10%	\$ 1,764.17	7.7759%	\$ 823.08	\$ 2,587.25	\$ 2,587.25	\$ 31,046.99	\$ 186,281.96
<b>Total</b>	<b>40%</b>	<b>\$ 7,056.67</b>	<b>100.0000%</b>	<b>\$ 10,585.00</b>	<b>\$ 17,641.67</b>	<b>\$ 17,835.00</b>	<b>\$ 214,020.00</b>	<b>\$ 1,284,120.00</b>

12 Months	\$	84,680.00	\$	127,020.00	\$	211,700.00	\$	214,020.00
72 Months	\$	508,080.00	\$	762,120.00	\$	1,270,200.00	\$	1,284,120.00

Deliverable 2- Annual "State of MSC" M&E Project Report

Total Contract Value (Less Adn'l Services)	\$	210,240
Less Hawaii General Excise Tax (GET) Cost	\$	2,700
Net	\$	207,540

Base Invoice \$ 34,590.00

MSC	Tier 1		Tier 2		Invoice to each MSC Member	Total cost to MSC Member	Annual Amount for Each State	Total 6-Year Amount for Each State
	%	Tier 1 Amount	% of Pro-rated Share	Tier 2 Amount				
HI	10%	\$ 3,459.00	21.4781%	\$ 4,457.56	\$ 7,916.56	\$ 8,366.56	\$ 8,366.56	\$ 50,199.36
NH	10%	\$ 3,459.00	10.3845%	\$ 2,155.20	\$ 5,614.20	\$ 5,614.20	\$ 5,614.20	\$ 33,685.22
KS	10%	\$ 3,459.00	60.3615%	\$ 12,527.42	\$ 15,986.42	\$ 15,986.42	\$ 15,986.42	\$ 95,918.51
ITCA	10%	\$ 3,459.00	7.7759%	\$ 1,613.82	\$ 5,072.82	\$ 5,072.82	\$ 5,072.82	\$ 30,436.91
<b>Total</b>	<b>40%</b>	<b>\$ 13,836.00</b>	<b>100.0000%</b>	<b>\$ 20,754.00</b>	<b>\$ 34,590.00</b>	<b>\$ 35,040.00</b>	<b>\$ 35,040.00</b>	<b>\$ 210,240.00</b>

1 units	\$	13,836.00	\$	20,754.00	\$	34,590.00	\$	35,040.00
6 units	\$	83,016.00	\$	124,524.00	\$	207,540.00	\$	210,240.00

Total Amount of Deliverables 1 and 2 for each year.

MSC	Tier 1		Tier 2		Invoice to each MSC Member	Total cost to MSC Member	Total Annual Amount for Each State	Total 6-Year Amount for Each State
	%	Tier 1 Amount	% of Pro-rated Share	Tier 2 Amount				
HI	10%	\$ 5,223.17	21.4781%	\$ 6,731.01	\$ 11,954.18	\$ 12,597.51	\$ 59,138.01	\$ 354,828.07
NH	10%	\$ 5,223.17	10.3845%	\$ 3,254.41	\$ 8,477.57	\$ 8,477.57	\$ 39,974.62	\$ 239,847.75
KS	10%	\$ 5,223.17	60.3615%	\$ 18,916.68	\$ 24,139.85	\$ 24,139.85	\$ 113,827.55	\$ 682,965.32
ITCA	10%	\$ 5,223.17	7.7759%	\$ 2,436.90	\$ 7,660.07	\$ 7,660.07	\$ 36,119.81	\$ 216,718.86
<b>Total</b>	<b>40%</b>	<b>\$ 20,892.67</b>	<b>100.0000%</b>	<b>\$ 31,339.00</b>	<b>\$ 52,231.67</b>	<b>\$ 52,875.00</b>	<b>\$ 249,060.00</b>	<b>\$ 1,494,360.00</b>

\$	98,516.00	\$	147,774.00	\$	246,290.00	\$	249,060.00
\$	591,096.00	\$	886,644.00	\$	1,477,740.00	\$	1,494,360.00

No Cost Associated with Deliverables 3 and 4

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

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



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:

4/4/2022

Date

DocuSigned by:  
  
 Name: J. Hunter Fede  
 Title: Legal Counsel- Sr. Manager

DS  
  
 Vendor Initials  
 Date 4/4/2022



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:

4/4/2022

Date

DocuSigned by:

*J. Hunter Fede*

Name: J. Hunter Fede

Title: Legal Counsel- Sr. Manager

DS  
  
 Vendor Initials  
 Date 4/4/2022



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

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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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

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

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

**PRIMARY COVERED TRANSACTIONS**

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

4/4/2022

Date

DocuSigned by:

*J. Hunter Fede*

Name: J. Hunter Fede

Title: Legal Counsel- Sr. Manager

DS  
*JHF*



**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  
JAF

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:

4/4/2022

Date

DocuSigned by:

*J. Hunter Fede*

Name: J. Hunter Fede

Title: Legal Counsel- Sr. Manager

Exhibit G

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

Contractor Initials DS  
JHF

Date 4/4/2022



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:

4/4/2022

Date

DocuSigned by:

*J. Hunter Fede*

Name: J. Hunter Fede

Title: Legal Counsel- Sr. Manager

DS  
*JHF*

Contractor Initials

4/4/2022

Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(1) **Definitions.**

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

JAF



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 Associate shall not disclose the PHI.



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



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

3/2014

Contractor Initials

JAF

Date 4/4/2022



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. JAF

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Contractor Initials \_\_\_\_\_

Date 4/4/2022



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

Maximus US Services, Inc.

The State by:

Name of the Contractor

Patricia M. Tilley

J. Hunter Fede

Signature of Authorized Representative

Signature of Authorized Representative

Patricia M. Tilley

J. Hunter Fede

Name of Authorized Representative  
Director

Name of Authorized Representative

Title of Authorized Representative

Legal Counsel- Sr. Manager

Title of Authorized Representative

4/5/2022

4/4/2022

Date

Date



New Hampshire Department of Health and Human Services  
Exhibit J

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

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

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

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

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

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

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

Contractor Name:

4/4/2022

Date

DocuSigned by:

*J. Hunter Fede*  
32A38480C0A17ED

Name: J. Hunter Fede

Title: Legal Counsel- Sr. Manager

DS  
*JHF*

Contractor Initials

4/4/2022

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: 078402994

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

X  NO                      \_\_\_\_\_ YES

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

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

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

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

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

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

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

Name: _____	Amount: _____

## 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

<sup>DS</sup>  
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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

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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

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

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

A. Retention

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

#### B. Disposition

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

#### IV. PROCEDURES FOR SECURITY

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

**Exhibit K**

**DHHS Information Security Requirements**



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

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

## New Hampshire Department of Health and Human Services

### Exhibit K

### DHHS Information Security Requirements



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

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

#### V. LOSS REPORTING

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

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

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

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

Exhibit K

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIMUS US SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. 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: **607628**

Certificate Number: **0005369657**



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of May A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Filing History

 [Back to Home \(/online\)](#)

<b>Business Name</b>	<b>Business ID</b>
MAXIMUS US SERVICES, INC.	607628

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Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0005701058	03/12/2022	03/12/2022	Annual Report	2022
0005527590	01/09/2022	01/09/2022	Annual Report Reminder	N/A
0005301826	03/21/2021	03/21/2021	Annual Report	2021
0005136417	01/15/2021	01/15/2021	Annual Report Reminder	N/A
0005032091	10/22/2020	10/22/2020	Amendment	N/A
0004851132	03/21/2020	03/21/2020	Annual Report	2020
0004638875	01/05/2020	01/05/2020	Annual Report Reminder	N/A
0004451396	03/19/2019	03/19/2019	Annual Report	2019
0004255659	12/30/2018	12/30/2018	Annual Report Reminder	N/A
0004041389	03/16/2018	03/16/2018	Annual Report	2018
0003749008	01/01/2018	01/01/2018	Annual Report Reminder	N/A
0003553969	03/25/2017	03/25/2017	Annual Report	2017
0003445863	12/27/2016	12/27/2016	Annual Report Reminder	N/A
0003267565	03/24/2016	03/24/2016	Annual Report	2016
0003212510	01/01/2016	01/01/2016	Agent Change/Resign	N/A
0003057758	03/03/2015	03/03/2015	Annual Report	2015
0002636660	03/27/2014	03/27/2014	Annual Report	2014
0002636659	03/25/2013	03/25/2013	Annual Report	2013
0002636658	03/28/2012	03/28/2012	Annual Report	2012
0002636657	03/23/2011	03/23/2011	Annual Report	2011
0002636656	03/30/2010	03/30/2010	Annual Report	2010
0002636655	06/26/2009	06/26/2009	Agent Change/Resign	N/A
0002636654	01/23/2009	01/23/2009	Business Formation	N/A

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

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**CERTIFICATE OF AUTHORITY**

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

1. I am a duly elected Clerk/Secretary/Officer of Maximus US Services, Inc.  
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 12, 2012, at which a quorum of the Directors/shareholders were present and voting.  
(Date)

**VOTED:** That Hunter Fede (Sr. Manager/Legal Counsel) and Bruce Perkins (Sr. Vice President/Legal Counsel)  
(may list more than one person)  
(Name and Title of Contract Signatory)

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

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

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

Dated: March 25, 2022



Signature of Elected Officer  
Name: David Francis  
Title: Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
05/27/2021

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

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

<b>PRODUCER</b> Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
<b>INSURED</b> Maximus US Services, Inc. 1891 Metro Center Drive Reston VA 20190 USA	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Ins Co</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Zurich Ins Co</td> <td>40142</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Ins Co	16535	INSURER B: American Zurich Ins Co	40142	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 570057536671**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLO509621806	05/01/2021	05/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION						EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	WC509621606 Deductible \$350,000 WC509621706 Wisconsin	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 RE: The New Hampshire Temporary Enrollment Call Center - DOLT No. 2012-158

**CERTIFICATE HOLDER**

**CANCELLATION**

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Inc. of Washington D.C.</i>
--	---

Holder Identifier : ABCDEFHIJKLMNO

Certificate No : 570057536671

