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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Interim Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 27, 2023

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 Economic Stability, to enter into a contract with F.H. Cann & Associates, Inc. (VC#262067), North Andover, MA, in the amount of $5,025,946 to provide a tier one customer service call center for all calls coming to the Bureau of Family Assistance (BFA) Customer Services Call Center regarding eligibility for programs covered through the BFA, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funds are available in the following account for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 and 2025, 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.

05-95-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2023	102-500731	Contracts for Program Services	TBD	$160,221
2024	102-500731	Contracts for Program Services	TBD	$2,396,909
2025	102-500731	Contracts for Program Services	TBD	$2,468,816
			Total	**$5,025,946**

EXPLANATION

The purpose of this request is to provide a tier one customer service call center for all calls coming to the BFA Customer Services Call Center, which will increase the Department's capacity. The Department is facing an unprecedented volume of demand for services as over 103,000 Medicaid beneficiaries in New Hampshire are at risk of losing their Medicaid coverage when the

end of Continuous Enrollment begins April 1, 2023, including children, elderly, disabled, pregnant women, kinship caregivers and those in a Medicare Savings Plan and in Long Term Care. Call volume, wait times, eligibility processing, mail volume, and demand for service will increase significantly during the "unwind" period, and beyond.

In addition, by not processing applications, documents, and re-determinations in a timely manner, the State is at risk to pay capitation payments and medical expenses for those who are no longer eligible for Medicaid. It is estimated that the financial impact of this risk is between $4 and $6 million per month in State General Funds that will not be reimbursed for the federal portion of the Medicaid coverage.

The Contractor will act as a call center for the State, receiving and responding to inbound phone calls made to the State by callers inquiring about eligibility programs administered by the BFA. The call center will give the Department the ability to manage the increased volume of calls, document processing and renewal applications anticipated due to the end of Medicaid Continuous Enrollment. The Contractor will also provide administrative services including outbound calls to beneficiaries to assist them with attaining and submitting required verification documents, assist them with the application process and navigating the State's self-service web-based portal.

Approximately 50,000 callers will be served every month.

The Contractor's tier one call center will be the first line of support that resolves a caller's basic needs and/or questions that are either general or case related. Callers will be inquiring about cash/medical benefits such as Temporary Assistance to Needy Families (TANF), Aid to the Permanently and Totally Disabled (APTD), Old Age Assistance, and Aid to the Needy Blind, SNAP (Food Stamps), Qualified Benefit Program (QMB), Child Care Scholarship, and Medical Assistance programs. The Contractor will also provide basic navigation and user instructions for customers' NH EASY accounts and assess callers for additional needs and provide information about appropriate internal and external resources including housing, substance misuse services, mental health services and public health services.

The Department will monitor services by insuring all implementation, training and reporting is completed according to the Deliverables, Activities and/or Milestones.

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 December 23, 2022 through February 3, 2023. The Department received 13 responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

This was not a low cost award. As shown in the attached Scoring Sheet, the selected Contractor received a higher combined score on all technical and cost criteria.

As referenced in Exhibit A, Special Provisions, Section 1, Subsection 1.1., of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department will not have the ability to manage the increased volume of calls, documents and renewal applications resulting from the end of Medicaid Continuous Enrollment, which will lead to delays in or potential loss of services and benefits for New Hampshire citizens. Additionally, call wait times will be excessive and administrative appeals will increase. If the Department is unable to properly and timely adjudicate eligibility, the State will also be adversely financially impacted and subject to required capitation payments that will not be reimbursed for the federal portion of the Medicaid coverage.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #21.027

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2024-DEHS-01-CALLC

Project Title Call Center for BFA

	Maximum Points Available	The Connection	OneSupport	Maximus US Services, Inc.	Navient B.P.O., LLC	Automated Health Systems, Inc.	Professional Research Consultants, Inc.	Neinet Government Services, Inc.	Conduent State Healthcare, Inc.
Technical									
Proposed Tier One Resolution Call Center Solution: a. Proposal Section III: Responses to Requirements and Deliverables b. Proposal Section IV: Narrative Responses	175	140	140	110	105	120	90	110	170
Vendor's Technical, Service and Project Management Proposal: a. Proposal Section III: Responses to Requirements and Deliverables b. Proposal Section IV: Narrative Responses	150	130	130	120	114	123	99	107	140
Vendor Company: a. Proposal Section V: Corporate Qualifications b. References	100	100	100	100	100	100	100	100	100
Staffing Qualifications: a. Proposal Section VI: Qualifications of Key Staff b. Vendor Presentations & Demonstrations (if applicable) c. References	125	125	125	125	125	125	125	125	125
Subtotal - Technical	550	495	495	455	444	468	414	442	535
Cost									
Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.	85	65.34	72.48	49.92	50.25	48.52	36.44	85	57.82
Subtotal - Cost	85	65.34	72.48	49.92	50.25	48.52	36.44	85	57.82
TOTAL POINTS	635	560.34	567.48	504.92	494.25	516.52	450.44	527	592.82
TOTAL PROPOSED VENDOR COST		$4,608,000.00	$4,154,400.00	$6,032,250.90	$5,992,557.60	$6,205,158.00	$8,262,873.00	$3,542,400.00	$5,207,472.00

	Reviewer Name	Title
1	Debra Sorli	Bureau Chief, BFA
2	Amy Newbury	Bureau Chief, BFA Operations
3	Adam LeCain	Information Security Lead
4	Laura Ingram	Financial Manager

New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet

Project ID # RFP-2024-DEHS-01-CALLC

Project Title Call Center for BFA

	Maximum Points Available	Central Research, Inc.	CSAA Specialized Services	F.H. Cann & Associates, Inc.	Solix, Inc.	GC Services
Technical						
Proposed Tier One Resolution Call Center Solution: a. Proposal Section III: Responses to Requirements and Deliverables b. Proposal Section IV: Narrative Responses	175	95	105	170	115	95
Vendor's Technical, Service and Project Management Proposal: a. Proposal Section III: Responses to Requirements and Deliverables b. Proposal Section IV: Narrative Responses	150	108	115	140	117	101
Vendor Company: a. Proposal Section V: Corporate Qualifications b. References	100	100	100	100	100	100
Staffing Qualifications: a. Proposal Section VI: Qualifications of Key Staff b. Vendor Presentations & Demonstrations (if applicable) c. References	125	125	125	125	125	125
Subtotal - Technical	550	428	445	535	457	421
Cost						
Vendor's Price Score = (Lowest Proposed Price / Vendor's Proposed Price) x Maximum Number of Points for price proposal.	85	61.68	52.63	59.91	27.52	62.54
Subtotal - Cost	85	61.68	52.63	59.91	27.52	62.54
TOTAL POINTS	635	489.68	497.63	594.91	484.52	483.54
TOTAL PROPOSED VENDOR COST		$4,881,771.92	$5,721,600.00	$5,025,945.73	$10,939,515.00	$4,814,272.00

	Reviewer Name	Title
1	Debra Sorli	Bureau Chief, BFA
2	Amy Newbury	Bureau Chief, BFA Operations
3	Adam Lecain	Information Security Lead
4	Laura Ingram	Financial Manager

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

Denis Goulet
Commissioner

March 27, 2023

Lori Weaver, Commissioner
Department of Health and Human Services
State of New Hampshire
95 Pleasant Street
Concord, NH 03301

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with F. H. Cann & Associates, Inc., as described below and referenced as DoIT No. 2023-023.

The purpose of this request is to provide a tier one customer service call center for all calls coming to the Bureau of Family Assistance (BFA) Customer Services Call Center regarding eligibility for programs covered.

The Total Price Limitation will be $5,025,946, effective upon Governor and Council approval through June 30, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-023

cc: Mike Williams, IT Manager

DocuSign Envelope ID: 8473C7D8-7461-4F9F-BD86-2AC3EB6F6C33

STATE OF NEW HAMPSHIRE

The Department of Health and Human Services

Division of Economic Stability

RFP-2024-DEHS-01-CALLC-01

Contents

EXHIBIT A - SPECIAL PROVISIONS 8
EXHIBIT B – STATEMENT OF WORK (SOW) 13
EXHIBIT C – PRICE AND PAYMENT SCHEDULE 29
EXHIBIT E – ADMINISTRATIVE SERVICES 38
1. Dispute Resolution 38
2. Access and Cooperation 38
3. Record Retention 38
4. Accounting 39
5. Audit 39
EXHIBIT F – TERMS AND DEFINITIONS 40
EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES 46
1. DHHS ATTACHMENTS 46
2. CONTRACTOR CERTIFICATES 46

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2024-DEHS-01-CALLC-01
Call Center for Bureau of Family Assistance
STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name The Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name F.H. Cann & Associates, Inc.		1.4 Contractor Address 100 Domain Drive, Suite 200, Exeter, NH, 03833	
1.5 Contractor Phone Number (877) 750-9801	1.6 Account Number 005-095-940010-24650000	1.7 Completion Date 6/30/2025	1.8 Price Limitation $5,025,945.73
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9637	
1.11 Contractor Signature DocuSigned by: Kara Cann-Bencosme 17F9037388D048A... Date: 3/21/2023		1.12 Name and Title of Contractor Signatory Kara Cann-Bencosme Executive Vice President	
1.13 State Agency Signature DocuSigned by: Karen Hebert 528C6CEB184A16... Date: 3/23/2023		1.14 Name and Title of State Agency Signatory Karen Hebert Division 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: Robyn Guarino 74B7340449141406... On: 3/24/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: DS KCB
Date: 3/21/2023

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

14. INSURANCE.
14.1 The Contractor must, 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 must 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 must 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.

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to Four (4) years(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term,, subject to approval of the Governor and Executive Council.

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

1.5 The State's liability under this Agreement shall be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State. Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.

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

8.2.5 give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source and Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

9. TERMINATION

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

9.2 Termination Procedure

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

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

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

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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

d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;

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

f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and

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

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

1.5. Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;

c. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

10.6 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

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

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 must have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the

implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

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

a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or

b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

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

25. FORCE MAJEURE

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

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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

28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

In the event of conflict or ambiguity among any of the text within the awarded Agreement, the following Order of Precedence shall govern:

i. State of New Hampshire, Department of Health and Human Services Contract Agreement.

ii. State of New Hampshire, Department of Health and Human Services RFP.

iii. Additional Contractor Provided Documents

iv. Contractor Quote

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EXHIBIT B – STATEMENT OF WORK (SOW)

The State of New Hampshire, Department of Health and Human Services, Division of Economic Stability, Bureau of Family Assistance (hereinafter "State") requires a tier one customer service call center for all calls coming to the BFA Customer Services Call Center regarding eligibility for all programs covered through the BFA.

1. Statement of Work

1.1. The Contractor must act as a call center for the State, receiving and responding to inbound phone calls made to the State for services provided by the State, specifically those eligibility programs administered by the BFA.

1.2. The Contractor must operate the call center from 8am to 4pm EST, Monday through Friday, with the exception of all State of New Hampshire, Department of Health and Human Services holidays.

1.3. The Contractor must perform call center functions, providing Tier One Call Center Resolution, as defined in Appendix H: Terms and Definitions herein, for callers related to all services outlined in this Statement of Work, including but not limited to general and case-related information regarding:

1.3.1. Cash/Medical benefits including but not limited to:

1.3.1.1. Temporary Assistance to Needy Families (TANF)

1.3.1.2. Aid to the Permanently and Totally Disabled (APTD)

1.3.1.3. Old Age Assistance

1.3.1.4. Aid to the Needy Blind

1.3.1.5. SNAP (Food Stamps)

1.3.1.6. Qualified Benefit Program (QMB)

1.3.1.7. Child Care Scholarship

1.3.1.8. Medical Assistance programs

1.4. The Contractor must provide basic navigation and user instructions for customers regarding their NH Easy accounts (the Department's self-service web-based portal).

1.5. The Contractor must assess callers for additional needs and provide information about appropriate internal and external resources including, but not limited to: housing, substance misuse services, mental health services and public health services.

1.6. The Contractor must support the administrative functions of the eligibility determination process that do not require discretion, e.g. intake of applications, renewal forms, and income or resource verifications; follow up on requests sent by the state agency (e.g., outbound calling to collect missing information); call center support to help provide status updates on application or renewal submissions; and other administrative tasks.

1.7. The Contractor must respond to caller questions from the State's Live Chat feature on NH Easy.

1.8. The Contractor must acquire and utilize their own language line for all non-English speaking callers and comply with all CLAS requirements as outlined in Attachment 2 – CLAS.

1.9. The Contractor must participate in all quality compliance, monitoring, and improvement activities requested by the State that will include, but are not limited to:

1.9.1. Participation in electronic and in-person call record reviews.

1.9.2. Participation in site visits, which may be in-person or virtually, depending on an accepted location and structure of the Contractor.

1.10. The Contractor must provide:

1.10.1. A Project Work Plan within 10 business days of the contract effective date.

1.10.2. Implementation, support and maintenance of an information call center of trained and qualified customer service representatives (CSRs) to assist callers.

1.10.3. Highly scalable CSR staffing volumes starting with a minimum of 30 full-time equivalent (FTE) CSRs.

1.10.4. Knowledge management, training, coaching and scripts to provide DHHS with skilled CSRs enabling them to give high quality customer service to callers that will return high customer satisfaction ratings.

1.10.5. Data entry of case-related call information into the State's New HEIGHTS (NHTs) system that provides a documented accounting of the caller's needs, questions and the CSR's response and actions taken, as well as information about the caller's satisfaction. Information entered into the NHTs' system must be detailed enough for any authorized reader to fully understand.

1.10.6. A project governance infrastructure including status reporting, system reports, productivity reports, operations reports, and other project resources needed to support activities.

1.10.7. A Training Plan within 10 business days of the contract effective date that includes activities and content development sufficient to support call resolution and issue escalation, including reviewing and finalizing call scripts, FAQ scripts, orientation and practice calls.

1.10.8. Properly trained specialists within 30 days of the contract effective date according to training requirements.

1.10.9. Ability to record customer calls for quality assurance and training purposes.

1.10.10. Features and functionality that provide skills-based routing , analytics, and reporting, which demonstrate that handling of Protected Health Information (PHI) will be compliant with the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI) and Personal Identifiable Information (PII) will be encrypted at rest and in

transmission per Appendix I- Exhibit K: DHHS Information Security Requirements and National Institute of Standards and Technology (NIST) standards and guidelines.

1.10.11. Sufficient resources to interact with the State to achieve the stated timeframes for call center implementation and operation(s) as described in this section.

1.10.12. All hardware to meet requirements of the Scope of Work.

1.10.13. A phone system setup within 30 days that integrates with the State's Cisco phone system and provides for relay service as necessary to facilitate communication including the receipt and transfer of calls to the State's Interactive Voice Response (IVR) system and the Tier Two BFA Call Center.

1.11. The Contractor must utilize the State's New HEIGHTS system to assist a caller with their questions.

1.12. The Contractor must integrate with the State's Interactive Voice Response (IVR) by accepting calls into a contractor-developed IVR entry menu from which the caller can select either the State's IVR or internal resources or a Tier One (Contractor) customer service representative. From the Tier One if necessary, the CSR would be able to forward to the Tier 2 Call Center or other State internal resource.

1.13. The Contractor must submit a staffing and recruitment plan to the State within (10) ten days of contract effective date.

1.14. The Contractor must ensure that all call-center staff are properly trained in how to successfully and thoroughly assist individuals with their health and human service needs as described herein.

1.15. The Contractor must conduct and provide weekly performance reports as indicated below:

	Average Call Time (m:ss)	Abandonment Rate	Average Speed of Answer w/in 180 Seconds	Average Hold Time (m:ss)	Transfer to Tier 2	First Call Resolution Rate[1]	Customer Satisfaction Ratio	Daily Staffing
Date		After 180 Seconds						
Requirement:	≤ 7:00	≤ 5%	≥ 90%	≤ 12:00	≤ 50%	≥90%	≥ 95%	≥ 95%

1.16. The Contractor must provide de-identified, aggregate monthly reports in electronic format using Microsoft Excel to enable the State to conduct multiple comprehensive analyses. The reports must include, but not be limited to:

1.16.1. Number of phone calls received, including the average number of calls each week.

1.16.2. Number of callers referred from the Contractor Call Center to other internal and external resources.

1.16.3. Average amount of time callers wait in call queues before an agent responds.

1.16.4. Percentage of abandoned calls.

1.16.5. Average speed to answer.

1.16.6. Average call time including hold time.

1.16.7. Percentage of callers who received a busy tone when they call.

1.16.8. Caller demographics and information when available including, but not limited to: housing issues, employment issues, services sought, and outcome of each phone call including information and resources provided.

1.17. The Contractor must create and conduct customer satisfaction surveys, preapproved by the State, and report results to the State monthly. The Contractor must also solicit information from callers regarding their level of satisfaction with the call center services, and report the information received to the State monthly.

1.18. The Contractor must participate in training and technical assistance activities as directed by the State.

2. **Technical Requirements**

2.1. The Contractor must be responsible for meeting the Technical Requirements identified in Exhibit G, Attachment 1 - *IT Requirements Workbook.*

3. **Deliverable, Activity, Or Milestone**

3.1. The Contractor must be responsible for meeting the Deliverables, Activities and/or Milestones identified in Exhibit G, Attachment 1 - *IT Requirements Workbook.*

4. **Contract End-Of-Life Transition Services**

4.1. **General Requirements**

4.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.

4.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

4.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the

inventory document, once transition of State Data is complete.

4.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.

4.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.

4.1.6. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements.*

4.2. **Completion of Transition Services**

4.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.

4.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements.*

4.3. **Disagreement over Transition Services Results**

4.3.1. In the event the State is not satisfied with the results of the Transition Service, the State shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the State shall be entitled to initiate actions in accordance with the Contract.

5. **State Owned Devices, Systems and Network Usage**

5.1. If Contractor End Users are authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, IPad, cell phone) in the fulfilment of this Contract, each individual being granted access must:

5.1.1. Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

5.1.2. Use the information that they have permission to access solely for conducting official state business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall they access or attempt to access information without having the express authority of the State to do so;

5.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

5.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State;

5.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;

5.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;

5.1.7. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems."

5.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and

5.1.9. Agree when utilizing the State's email system:

5.1.9.1. To only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

5.1.9.2. Include in the signature lines information identifying the End User as a non-state workforce member; and

5.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

5.1.10. Agree End User's will only access the State' intranet to view the Department's Policies and Procedures and Information Security webpages.

5.2. Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:

5.2.1.1. Complete the State's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.

5.2.1.2. Sign the State's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

5.2.2. The Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Contract, said End User may face removal from the

Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

5.2.3. The Contractor agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office immediately.

5.3. Workspace Requirement

5.3.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

6. **Website And Social Media**

6.1. The Contractor must work with the State's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies.

6.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Data is subject to Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements* and Exhibit I: *DHHS Business Associate Agreement* and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

6.3. State of New Hampshire's Website Copyright

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

7. **Deliverable Review And Acceptance**

7.1. **Non-Software and Written Deliverables Review and Acceptance**

7.1.1. The Contractor must provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State

determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and The Contractor must correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, The Contractor must correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

7.2. **Software Deliverables Review and Acceptance**

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

7.3. **Number of Deliverables**

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

7.4. **Conditional and Unconditional Acceptance**

7.4.1. By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

8. **Change Order**

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

8.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall

acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

8.3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

8.4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

9. **Implementation Services**

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

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

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

10. **Background Checks**

10.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any End Users, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Contractor agrees it will initiate a criminal background check re-investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.

10.2. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.

10.3. The State may, at its sole expense, conduct reference and screening of the Contractor Project Manager and the Contractor Key Project Staff.

11. **Project Management**

11.1. The Contractor must provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State believes that effective communication and Reporting are essential to Project success. The Contractor must employ effective

communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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

12. The Contractor Key Project Staff

12.1. The Contractor's Contract Manager

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

12.2. The Contractor's Project Manager

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

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

12.2.3. Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Ten (10) hours of inquiries from the State, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

12.3. Change of Project Manager

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

12.4. The Contractor's Additional Project Staff

12.4.1. The State reserves the right to require removal or reassignment of Key Project Staff

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

13. **The State Key Project Staff**

13.1. **The State Contract Manager**

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

13.2. **The State Project Manager**

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

13.2.2. Leading the Project;

13.2.3. Engaging and managing all Contractors working on the Project;

13.2.4. Managing significant issues and risks;

13.2.5. Reviewing and accepting Contract Deliverables;

13.2.6. Invoice sign-offs;

13.2.7. Review and approval of Change Orders;

13.2.8. Managing stakeholders' concerns.

14. **Work Plan**

14.1. The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers. The Contractor must update the work plan no less than every two weeks, and review status and changes with the State's Project Manager.

14.2. The preliminary Work Plan created by the Contractor and the State is set forth in Exhibit G, Attachment 1 - *IT Requirements Workbook.*

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

15. **Acceptance & Testing Services**

15.1. The Contractor must support a Call Center for Bureau of Family Assistance for the State. Program staff to test system interfaces and ensure segregated development, test, and

production environments with role-based access control are enforced. User acceptance testing signoff by the State must occur before go-live.

16. **Maintenance, Operations And Support**

16.1. **System Maintenance**

16.1.1. The Contractor must maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

16.2. **System Support**

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

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

16.3. **Class B & C Deficiencies** – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

16.4. **Support Obligations**

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

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

16.4.3. For all maintenance activities, The Contractor must ensure the following information will be collected and maintained:

16.4.3.1. nature of the Deficiency;

16.4.3.2. current status of the Deficiency;

16.4.3.3. action plans, dates, and times;

16.4.3.4. expected and actual completion time;

16.4.3.5. Deficiency resolution information;

16.4.3.6. resolved by;

16.4.3.7. identifying number i.e. work order number; and

16.4.3.8. issue identified by.

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

16.4.4.1. mean time between Reported Deficiencies with the Software;

16.4.4.2. diagnosis of the root cause of the problem; and

16.4.4.3. identification of repeat calls or repeat Software problems.

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

17. Contract Warranties and Representations

17.1. System

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

17.2. Software

17.2.1. The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.

17.2.2. For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option The Contractor must:

17.2.2.1. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

17.2.2.2. the re-performance of the deficient Services, or

17.2.2.3. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

17.3. **Compatibility**

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

17.4. **Services**

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

18. **Data Protection**

18.1. The Contractor must comply with Exhibit G, Attachment 2- Exhibit K: *DHHS Information Security Requirements.*

19. **Data Integration and Ingestion**

19.1. The Contractor must, for the Call Center for Bureau of Family Assistance implemented, be required to provide the professional services and automated daily, no less than once per day, ability to export and/or provide direct data connection access all of the data maintained by the system and if needed delivered to the State via sFTP, per Exhibit G, Attachment 2 - *Exhibit K: DHHS Information Security Requirements* or another secured methodology mutually agreed upon by both parties. Additionally, a data dictionary and model must be provided for any data being provided to the State.

19.2. The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools as well as create data models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.

20. **Data Location**

20.1. The Contractor must provide its Services to the State and its end users solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow itsEnd Users, as defined in Exhibit G, Attachment 2 - *Exhibit K: DHHS Information Security Requirements*, to store Confidential Data or State Data on portable devices, including personal computers, unless prior written exception is provided by the Department of Health and Human Service's Information Security Office.

20.2. Privacy Impact Assessment (PIA)

20.2.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or

State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:

20.2.1.1. How PII is gathered and stored;

20.2.1.2. Who will have access to PII;

20.2.1.3. How PII will be used in the system;

20.2.1.4. How individual consent will be achieved and revoked; and

20.2.1.5. Privacy practices.

20.2.2. The State may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

21. **Federal Data**

21.1. This Contract requires the Contractor to access, handle or view federal data under the State's custodianship to fulfill its contractual obligations. As a condition of the State's electronic data exchange and/or computer/data matching agreements with its various federal partners the State is required to safeguard the confidentiality, integrity, and availability of the federal information provided through the agreement(s) from unauthorized access and improper disclosure, as well as adhere to NIST 800-53 (latest version).

21.2. The State will provide the Security Requirements and Procedures for the applicable federal agency or agencies to the Contractor, within 10 business days from Governor and Council approval, to assist in meeting its federal safeguarding requirements. In addition to the NH DHHS Information Security Requirements Exhibit K, the provided federal agency security document(s) will impart a detailed description of management, operational and technical controls required. The foundations for the requirements are the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, the Privacy Act of 1974 and federal agency's own policies, procedures, and directives.

22. **Software Agreement**

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

23. **Administrative Services**

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

24. **Training**

24.1. The Contractor must utilize LMS and Microsoft Teams to conduct virtual Instructor Lead Training (ILT) and at the Contractors classroom in Exeter, New Hampshire office to conduct onsite ILT. Hybrid virtual and onsite classes may also accommodated.

24.2. The Contractor must provide training content and convey information and quizzes, role plays, teach backs, gamification, call reviews, and simulations to reinforce and apply information. Topics for CRs must include but are not limited to:

24.2.1. New team member orientation

24.2.2. Information security awareness

24.2.3. HIPAA training

24.2.4. Great Customer Care training

24.2.5. Caring, Solutions oriented, customer service.

24.2.6. Self-help and one call resolution emphasis

24.2.7. Quality expectations and monitoring dhhs.nh.gov training and nheasy.nh.gov training.

24.2.8. Review all aspects of each program offered to NH Residents via the site.

24.3. The Contractor must provide a New HEIGHTS training focused on the users' required access level, including but not limited to: Application Entry (AE), Benefit Issuance (BI), Client Notices (CN), Client Scheduling (CS), Document Imaging (DI), Inquiry (IQ), Managed Care, Online Help (OH), and Reporting (RP), in collaboration with the Department.

25. **Terms And Definitions**

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

26. **Contractor's Certificates**

26.1. Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. **Contract Price**

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

2. **Travel Expenses**

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

3. **Shipping Fees**

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

4. **Invoicing**

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

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

5. **Invoice Address**

   Invoices may be sent to:

   BFAinvoices@dhhs.nh.gov

   Payment Address

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

6. **Payment Address**

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

7. **Overpayments To The Contractor**

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

8. **Credits**

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

9. **Project Holdback**

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

10. **Payment Schedule**

10.1. This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor must be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables in *Exhibit G, Attachment 1 - IT Requirements Workbook*, which shall not exceed **$121,820.87**.

10.2. **Initial Training Pricing**

Implementation Training					
	Trainees	Hourly Rate	Hours / Trainee	Total Hours	Training Cost
Initial Training	30	$32.00	40	1,200	$38,400.00

10.3. **Year 1 (Year 1 – Governor and Council Approval – June April 1, 2024) Operational Cost**

Year 1 Operations					
Labor Category	FTE	Hours / Year	Total Hours	Hourly Rate	Yearly Cost
CSR	30	1,872	56,160	$38.80	$2,179,008.00
Administrative Clerk	3	1,872	5,616	$38.80	$217,900.80
Total Year 1			61,776		$2,396,908.80

10.4. **Year 2 (Year 2 – April 1, 2024 - June 30, 2025) Operational Cost**

Year 1 Operations					
Labor Category	**FTE**	**Hours / Year**	**Total Hours**	**Hourly Rate**	**Yearly Cost**
CSR	30	1,872	56,160	$39.96	$2,244,3748.24
Administrative Clerk	3	1,872	5,616	$39.96	$224,437.82
Total Year 1			61,776		$2,468,816.06

10.5. **Total Cost**

	Cost	**Price location**
Deliverables/Activity/Milestones	$121,820.87	Exhibit G, Attachment 1 - IT Requirements Workbook
Implementation Training	$38,400.00	See 10.2
Contract Performance (Year 1 – Governor and Council Approval – June April 1, 2024)	$2,396,908.80	See 10.3
Contract Performance (Year 2 – April 1, 2024 – June 30, 2025)	$2,468,816.06	See 10.4
Total Contract Value	**$5,025,945.73**	

10.6. **Contractor Staff, Resource Hours and Rates Worksheet**

	Project Manager	**Program Manager ***	**Director of Operations**	**Director of Systems Engineering**
Planning And Project Management	40	2	26	42
Installation	0	0	0	0
Testing	14	0	0	6
System Deployment	8	0	0	2
Operations	0	0	0	0
Total Hours	62	2	26	50
Hourly Rate	$136.43	$212.81	$190.97	$163.71
Contractor Resource Price Total (Hours X Rate)	$8,458.66	$425.62	$4,965.22	$8,185.50
	Desktop Support Director	**SME III**	**SME IV**	**Director of Training**

Planning And Project Management	35	19	156	64
Installation	0	0	0	0
Testing	6	14	24	0
System Deployment	10	6	16	30
Operations	0	0	0	0
Total Hours	51	39	196	94
Hourly Rate	$103.95	$244.46	$354.69	$105.65
Contractor Resource Price Total (Hours X Rate)	$6,678.45	$9,533.94	$69,519.24	$9,931.10
	CSR Trainee	**Customer Service Representative**	**Administrative Clerk**	**QA Analyst***
Planning And Project Management	0	0	0	0
Installation	1,200	0	0	0
Testing	0	0	0	0
System Deployment	0	0	0	0
Operations	0	112,320	11,232	7,488
Total Hours	1,200	112,320	11,232	7,488
Hourly Rate	$32.00	$38.80	$38.80	$0.00
Contractor Resource Price Total (Hours X Rate)	$38,400.00	$4,358,016.00	$435,801.60	$0.00
	Supervisor*	**Operations Manager***		
Planning And Project Management	0	0		
Installation	0	0		
Testing	0	0		
System Deployment	0	0		
Operations	7,488	3,744		

Total Hours	7,488	3,744		
Hourly Rate	$0.00	$0.00		
Contractor Resource Price Total (Hours X Rate)	$0.00	$0.00		
* The cost for Program Manager, QA Analysts, Supervisors and Operations Manager during the Operations phase of the project are included in the per hour cost of the CSR and Administrative Clerk.				

10.7. **Proposed State Staff Resource Hours**

PROPOSED STATE STAFF, RESOURCE HOURS		
	Project Manager	Technology & Information Security
Planning And Project Management	20	10
Installation	5	10
Testing	20	20
System Deployment	20	10
Operations	0	0
Total Hours	65	50

10.8. **Future Contractor Rates Worksheet**

The State may request additional Services from the Contractor The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

FUTURE CONTRACTOR PRICING WORKSHEET					
CONTRACTOR ROLE	**2023**	**2024**	**2025**	**2026**	**2027**
Project Manager	$136.43	$140.52	$144.74	$149.08	$153.55
Program Manager	$212.81	$219.19	$225.77	$232.54	$239.52
Director of Operations	$190.97	$196.70	$202.60	$208.68	$214.94
Director of Systems Engineering	$163.71	$168.62	$173.68	$178.89	$184.26

Desktop Support Director	$130.95	$134.88	$138.93	$143.10	$147.39
SME III	$244.46	$251.79	$259.34	$267.12	$275.13
SME IV	$354.39	$265.33	$376.29	$387.58	$399.21
Director of Training	$105.65	$108.82	$112.08	$115.44	$118.90
Corporate Trainer	$76.39	$78.68	$81.04	$83.47	$85.97
Customer Service Representative	$38.80	$39.96	$41.16	$42.39	$43.66
Administrative Clerk	$38.80	$39.96	$41.16	$42.39	$43.66
Quality Assurance Analyst	$34.77	$35.81	$36.88	$37.99	$39.13
Supervisor	$79.14	$81.51	$83.96	$86.48	$89.07
Operations Manager	$93.95	$96.77	$99.67	$102.66	$105.74

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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EXHIBIT D-1 – CUSTOM SOFTWARE AGREEMENT

1. Software Title. The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "works for hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

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

3. Restriction on Use. Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

4. Software Non-Infringement. The Contractor warrants that the Software, including any and all component parts thereof ("Contracted Works") that are original works of the Contractor that do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

      4.1.1. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;

      4.1.2. Gives Contractor control of the defense and any settlement negotiations; and

      4.1.3. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

   4.3. If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Resources without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the

State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or services not provided by Contractor without Contractor's consent.

5. Viruses The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

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EXHIBIT E – ADMINISTRATIVE SERVICES

1. Dispute Resolution

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

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

Table E-1.

DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE

LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Contract Manager	Contract Manager	Five (5) Business Days
First	Project Manager	Project Manager	Ten (10) Business Days
Second	Project Director	Bureau Chief of Bureau of Family Assistance	Fifteen (15) Business Days
Third	President of F.H. Cann & Associates, Inc.	Director of Division of Economic Stability	Twenty (20) Business Days

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

2. Access and Cooperation

2.1. Subject to the terms of this Agreement and applicable laws, regulations, and policies, the State will provide the Contractor with access to all program files, libraries, personal computer-based Systems, Software packages, Network Systems, security Systems, and hardware as required to complete the contracted Services.

3. Record Retention

3.1. Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices,

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

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

4. Accounting

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

5. Audit

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

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EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*.
Data Breach	The definition for this term is located in the Exhibit G, Attachment 2, Exhibit K: *DHHS Information Security Requirements*.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.

Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Interactive Voice Response (IVR)	A technology that allows humans to interact with a computer-operated phone system through the use of voice and dual-tone, multi-frequency signaling (DTMF) tones input via a keypad. In telecommunications, IVR allows customers to interact with a company's host system via a telephone keypad or by speech recognition, after which services can be inquired about through the IVR dialogue.. IVR systems can respond with pre-recorded or dynamically generated audio to further direct users on how to proceed. IVR systems deployed in the network are sized to handle large call volumes and also used for outbound calling as IVR systems are more intelligent than many predictive dialer systems.

Non-Public Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personally Identifiable Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*.
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Security Incident	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security Requirements*
Software	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications and Enhancements.
Software License	Licenses provided to the State under this Contract.

Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit K: *DHHS Information Security* Requirements.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.

System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Tier One Call Center Resolution	The first line of support that resolves a caller's basic needs and/or questions that are either case related or services related; caller inquiries that can be solved on the first call without escalation. Tier One support is responsible for gathering and analyzing caller information, determining the caller's issue and/or need. If determined to be Tier One issues or needs, the Tier One Call Center provides the caller with answers and information to their satisfaction. Caller needs or issues that are beyond the skill of the Tier One Call Center staff to resolve, shall be escalated to the Department Call Center staff.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Attachment 1: *IT Requirements Workbook*. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. **DHHS ATTACHMENTS**
   1.1. Exhibit G Attachment 1 - IT Requirements Workbook
   1.2. Exhibit G Attachment 2 - DHHS Standard Exhibits D-K:
      1.2.1.1. Exhibit D – Certification Regarding Drug-Free Workplace Requirements
      1.2.1.2. Exhibit E – Certification Regarding Lobbying
      1.2.1.3. Exhibit F – Certification Regarding Debarment, Suspension and Other Responsibility Matters
      1.2.1.4. Exhibit G – Certification of Compliance
      1.2.1.5. Exhibit H – Certification Regarding Environmental Tobacco Smoke
      1.2.1.6. Exhibit I: Business Associate Agreement
      1.2.1.7. Exhibit J – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)
      1.2.1.8. Exhibit K: DHHS Information Security Requirements
2. **CONTRACTOR CERTIFICATES**
   2.1. Contractor's Certificate of Good Standing
   2.2. Contractor's Certificate of Vote/Authority
   2.3. Contractor's Certificate of Insurance

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APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	FHC can access the State's systems just as a remote employee would.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	There are no such restrictions on FHC's data.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	FHC has no client or customer facing web-based components for this effort. If a need were determined FHC would comply with the noted WC3 standards.
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	FHC requires MFA authentication to access the network and has implemented a Zero Trust Architecture for user and device authentication prior to accessing any network resources.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	FHC requires MFA authentication to the network and has implemented a Zero Trust Architecture for user and device authentication prior to accessing any network resources.
A2.3	Enforce unique user names.	M	Yes	Standard	FHC leverages its HRIS as its system of record and has implemented an account naming convention, which ensures the uniqueness of usernames.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	FHC has implemented strong password policies and enforces them using Group Policy Objects.

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A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	FHC password policies require the use of at least one upper case, one lower case, one numeric, and one special character.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	FHC uses only strong ciphers and has implemented transmission encryption. Microsoft Active Directory and its default encryption is used for secure password storage.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	FHC expires both privileged and non-privileged accounts every 60 days.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	FHC has established risk designation for it positions. Privileged accounts and non-privileged accounts are established based on demonstrated need, least privilege, and role-based access. Separation of duties is enforced to limit privilege creep.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	FHC locks screens and forced re-authentication after 15 minutes of inactivity. Session timeouts are established at 30 minutes of inactivity.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	FHC uses a COTS CRM and Telephony Platform and does not perform custom application development. Credentials and sensitive data are not stored within any code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	FHC logs both successful and failed identification and authorization attempts.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	FHC has implemented a Syslog server as well as a Security Information and Event Management (SIEM) solution. All systems and application logs are stored, processed, and reviewed within the SIEM.

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A2.13	All logs must be kept for a minimum of 6 years.	M	Yes	Custom	Currently, FHC retains logs for 3 years in accordance with legal and regulatory statutes. FHC will work collaboratively with the state to determine what logs must be retained longer and comply with that.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Application sessions that are closed, terminated, or logged out of do remain resident or available.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	FHC has implemented policies and procedures to ensure software and system services are used only for the purpose for which they are intended. Acceptable Use Policies and Rules of Behavior have been implemented.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	The FHC CRM leverages AES-256 encryption to secure data at rest.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	FHC has defined System Authorization Boundaries. The access rules in place ensure only users with a demonstrated need to know have access to information required to perform their authorized job responsibilities. Least privilege and role-based access policies and rules have been implemented to support compliance. Access to FHC resources must be approved by the employee manager and the system owner before access is granted. VLANs, ACLs, and firewalls have been implemented to enforce traffic flow and ensure only authorized devices may communicate with each other.

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3/21/2023

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A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	FHC has implemented configuration management plans, policies, and procedures, which require security impact assessments prior to any system change. Implemented changes are reviewed by the information security team to ensure changes were completed according to specification and no new risks or vulnerabilities have been introduced into the system because of the change.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	FHC has implemented formal configuration and change management plans, policies, and procedures.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	N/A	Standard	FHC understands that interfacing with State data is not required for this effort. If that requirement is implemented FHC will exclusively utilize web services to interface in near Realtime.
A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	Yes	Standard	FHC has defined logging requirements, which comply with those specified. Event types and elements have been documented and are enforced. Logs are configured using fail-safe configurations, which ensure ongoing logging functionality and prevent the loss of logs during any incident.

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3/21/2023

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TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard	FHC will be utilizing the State systems directly. No sensitive data will be stored in our applications.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.

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T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed.
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	FHC will be using the State's applications for this engagement.
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	N/A	Standard	FHC is not proposing externally facing web applications for this effort. If the need arose, we would use hardened systems and test against the OWASP Top Ten.

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3/21/2023

T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring scanning, assessment, testing, and audit functions are also performed. Additionally, our dialing platform provider Finvi performs expert code reviews and analysis of static source code.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	FHC has implemented configuration management plans, policies, and procedures, which require security impact assessments prior to any system change. Implemented changes are reviewed by the information security team to ensure changes were completed according to specification and no new risks or vulnerabilities have been introduced into the system because of the change.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	Our dialer provider, Finvi, maintains a full SDLC including migration of changes from UAT to Production.
NDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	As FHC is utilizing a commercial system, testing is a function performed by our vendor prior to releasing updates. Finvi testing conforms to industry standards.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	Application stress testing is performed by our commercial vendor.

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3/21/2023

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T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	Syncing of data is a function of our commercial vendor, and instructions could be provided upon request. As a note, FHC does not load production data into test environments for any reason.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	FHC has defined and maintains both a Contingency Plan and Disaster Recovery Plans. Both plans are tested annually.

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3/21/2023

DocuSign Envelope ID: 8473C7D8-7461-4F9F-BD86-2AC3EB6F6C33

HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard	FHC leverages Tier 2 data centers as its colocation service providers and can conform to these uptime standards.
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	FHC data center providers provide the required security controls and services to satisfy FHCs NIST requirements. FHC data centers perform independent SOC 2
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	FHC has implemented physical and environmental security controls and ensures its data centers do as well. The controls include, but are not limited to card readers, id badges, video cameras, motion detectors, burglar alarms, water detection, fire suppression, back-up power, access authorizations, and visitor
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	FHC has implemented patch management and flaw remediation policies and procedures to ensure timely patch deployment. Weekly vulnerability scans are executed to ensure compliances. Patches not applied in accordance with policy and procedure enter into the vulnerability management program for tracking and resolution.

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3/21/2023

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H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	FHC audit logging and monitoring includes system, security, and application logs.
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	FHC has implemented a Privacy Program, Policy, Plan, and Procedures to govern and guide in the sharing of data resources. All data resource and data sharing is analyzed, authorized, and managed.
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	FHC maintains a disk-to-disk data backup solution. Daily backups and real-time journaling of its CRM are performed. Backup and journaling is replicated to FHCs alternate data center. Quarterly data restore tests are performed to validate functionality and integrity.
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	FHC monitors all physical and virtual hardware and infrastructure 24x7 using PRTG.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Custom	FHC strongly prefers to restrict access to available portals and public-facing systems located within the DMZ, however remote access to systems can be accomplished via VPN if necessary.
H1.10	Reserved.	M			
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	FHC has developed and implemented a Disaster Recovery Plan to guide its system and operations reconstitution activities.

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3/21/2023

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H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	FHC has documented the key business partners needed for disaster recovery activities. Redundancy has been implemented to ensure a single component failure will not result in a business interruption. Agreements exist with key business partners to ensure services and products can be provided in accordance with documented RPOs and RTOs.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	FHC has documented and adheres to documented backup schedule and procedures.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard	FHC maintains a disk-to-disk data backup solution. Daily backups and real-time journaling of its CRM are performed. Backup and journaling is replicated to FHCs alternate data center. Quarterly data restore tests are performed to validate functionality and integrity.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	FHC maintains a disk-to-disk data backup solution. Daily backups and real-time journaling of its CRM are performed. Backup and journaling are replicated to FHCs alternate data center. Quarterly data restore tests are performed to validate functionality and integrity.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	FHC does not use removable media for backups. FHC uses a disk-to-disk backup solution, which replicates backups from our primary data center to our alternate data center.

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3/21/2023

DocuSign Envelope ID: 8473C7D8-7461-4F9F-BD86-2AC3EB6F6C33

H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	FHC maintains a disk-to-disk data backup solution. Daily backups and real-time journaling of its CRM are performed. Backup and journaling is replicated to FHCs alternate data center. Quarterly data restore tests are performed to validate functionality and integrity.
HOSTING SECURITY					
H3.1	Reserved.	M			
H3.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	FHC will host a limited amount of state data as part of this contract. Data exchanges between and among FHC servers is encrypted.
H3.3	Reserved.	M			
H3.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	FHC performs annual independent NIST SP800-53r5 security assessments and penetration testing. Over 500 monthly recurring vulnerability scanning, STIG scanning, assessment, testing, and audit functions are also performed. FHC has implemented configuration management plans, policies, and procedures, which require security impact assessments prior to any system change. Implemented changes are reviewed by the information security team to ensure changes were completed according to specification and no new risks or vulnerabilities have been introduced into the system because of the change.
H3.5	Reserved.	M			
H3.6	Reserved.	M			

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H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	FHC configured logging on all systems within its security boundary. Logs are secured against tampering and according to need to know and least privileged concepts. Logs include system, application, web, and database logs.
H3.8	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	FHC hardens it systems according to STIG standards and scans them weekly for compliance. Where STIG standards are not available FHC hardens its systems according to CIS guidelines. Where neither STIG nor CIS is available FHC hardens its systems against vendor best practices and maintains manual checklists.
H3.9	Reserved.	M			
H3.10	Reserved.	M			
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	FHC will maintain support and maintenance for its systems from the Effective Date through the end of the Contract term, and any extensions thereof.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	FHC will maintain it's hardware and software in accordance with the specifications, terms, and requirements of the Contract, including upgrades and fixes as required.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	FHC will repair or replace its hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.

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H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard	FHC will maintain support for its hardware and software components from applicable manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by respective manufacturers.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	FHC maintains a support group that will be available to the State between 8:30 AM and 5 PM Eastern M-F.
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	FHC will comply with the deficiency classes listed for any assets in use for this contract.

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H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard	As it relates to any assets in use for this contract, FHC will comply with the deficiency classifications as listed.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	FHC's systems in support of this contract will be available 24/7 except during scheduled maintenance windows.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	FHC has defined scheduled maintenance windows within its System Maintenance Policy.
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	For any systems FHC supplies to the State we will submit the record of activity performed quarterly including uptime, CRs, patches and outages including initial response and closure time.
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	FHC has implemented formal configuration and change management plans, policies, and procedures. FHC will collaborate with the State to determine appropriate notification guidelines given the scope of the Contract and the proposed architecture.

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H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	FHC agrees to designate a business interruption as critical when a business function cannot be met by nonperforming systems and there is no work around to the problem. FHC will collaborate with the State to determine the necessary notification and ongoing communication protocols as related to critical outages.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	For any systems FHC supplies to the State we will submit the record of activity performed quarterly including uptime, CRs, patches and outages including initial response and closure time.
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	FHC does not anticipate the scope of the Contract to warrant the provision of training given most of the work will be performed on State systems by FHC employees as opposed to systems the FHC is hosting for the State. FHC will collaborate with the State to determine the extent of notification required for changes or updates given the scope and architecture of the project.

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	FHC will maintain support and maintenance for its systems from the Effective Date through the end of the Contract term, and any extensions thereof.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	FHC will maintain its hardware and software in accordance with the specifications, terms, and requirements of the Contract, including upgrades and fixes as required.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	FHC will repair or replace its hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 4:00pm- Monday through Friday EST.	M	Yes	Standard	FHC maintains a support group that will be available to the State between 830 AM and 5 PM M-F.

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3/21/2023

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S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	FHC will comply with the deficiency classes listed for any assets in use for this contract.
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	FHC does not anticipate this will be a need given the architecture and scope of the contract however FHC will make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.
S1.7	For all maintenance Services calls; The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P		Standard	FHC agrees to these requirements. While we do not anticipate any maintenance service calls will be in scope for this contract, we will comply with this stipulation should maintenance needs arise.

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S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P		Standard	FHC will work with the State to identify and troubleshoot any large-scale outages providing the necessary reporting.
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	FHC does not anticipate providing any software to the State for this contract, but if any is deemed necessary, we will comply with the deficiency classifications.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	FHC has implemented formal configuration and change management plans, policies, and procedures. FHC will collaborate with the State to determine appropriate notification guidelines given the scope of the Contract and the proposed architecture.

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S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	FHC agrees to designate a business interruption as critical when a business function cannot be met by nonperforming systems and there is no work around to the problem. FHC will collaborate with the State to determine the necessary notification and ongoing communication protocols as related to critical outages.
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	FHC does not anticipate performing any maintenance for the State's systems, but if any are identified we will comply with this reporting.
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	FHC has defined scheduled maintenance windows within its System Maintenance Policy.
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	FHC does not anticipate the scope of the Contract to warrant the provision of training given most of the work will be performed on State systems by FHC employees as opposed to systems the FHC is hosting for the State. FHC will collaborate with the State to determine the extent of notification required for changes or updates given the scope and architecture of the project.
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	FHC agrees to use the SFTP site provided by the State for FHC use for uploading and downloading files if applicable.

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S1.15	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	FHC does not anticipate the scope of the Contract to warrant the provision of training given most of the work will be performed on State systems by FHC employees as opposed to systems the FHC is hosting for the State. FHC will collaborate with the State to determine the extent of notification required for changes or updates given the scope and architecture of the project.
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	FHC agrees to use the SFTP site provided by the State for FHC use for uploading and downloading files if applicable.
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	FHC does not expect this requirement to be applicable to the proposed Contract and Architecture however FHC is open to collaborative discussion of this requirement should it become relevant.
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	FHC agrees to guide the State with possible solutions to resolve issues prohibiting a fully functioning hosted system.

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PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	FHC attempts to foster a collaborative relationship with our business partners and will conduct a kickoff meeting and hold future meetings as required.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	FHC will provide Project Staff in the roles assigned.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks for the first four months, then monthly after four months.	M	Yes	Electronic, written	FHC will provide the Work Plan at the, request intervals for delivery.
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Electronic, written	FHC will provide bi-weekly status reports on Monday, reporting on the previous 2 weeks, including expenses for the duration of the contract
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation and in electronic format (e.g. MS Excel).	M	Yes	Electronic, written	FHC will provide the use of an electronic repository to store and share all project documentation.

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3/21/2023

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET

	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	Hours	Pricing
PLANNING AND PROJECT MANAGEMENT					
1	Conduct Project Kickoff Meeting	Non-Software	5/23/2023	2 hours/10 people	$ 3,577.42
2	Attestation of background check	Written	5/24/2023		$ 488.92
3	Work Plan The Contractor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks for the first four months, then monthly after four months.	Written			
4	Progress Reports, bi-weekly in addition to the Status Reports (For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Plan of Operations and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Plan of Operations.)	Written	Ongoing	Ongoing	
5	Quarterly in-person progress meetings (Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by the Department.)	Written	Ongoing	Ongoing	
6	Project Status Reports	Written	5/29/2023	1 hr per report	$ 3,547.18
7	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	6/6/2023	40 hrs	$ 5,893.20
8	Information Security Plan (ISP)	Written	6/13/2023	40 hr	$ 14,187.60
9	Communications and Change Management Plan	Written	6/6/2023	16 hrs	$ 5,675.04
10	Systems Interface Plan and Design/Capability	Written	6/6/2023	20 hrs	$ 3,274.20
11	Testing Plan	Written	6/6/2023	20 hrs	$ 3,781.50
12	Deployment Plan	Written	6/13/2023	10 hrs	$ 1,904.45
13	Comprehensive Training Plan and Curriculum	Written	6/13/2023	40 hrs	$ 4,226.00
14	End User Support Plan	Written	6/13/2023	10 hrs	$ 1,320.46
15	Business Continuity Plan	Written	6/13/2023	8 hrs	$ 2,837.52
16	Documentation of Operational Procedures	Written	6/13/2023	40 hrs	$ 7,118.88
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	6/13/2023	n/a	N/A
18	Data Protection Impact Assessment (DPIA)	Written	6/13/2023	40 hrs	$ 14,187.60
19	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	6/13/2023	40 hrs	$ 14,187.60
20	Disaster Recovery Plan (DRP)	Written	6/13/2023	8 hrs	$ 2,837.52
TESTING					
21	Conduct Integration Testing	Non-Software	6/20/223	8 hrs	$ 1,739.62
22	Conduct User Acceptance Testing	Non-Software	6/20/2023	16 hrs	$ 2,658.60
23	Perform Production Tests	Non-Software	6/20/2023	16 hrs	$ 2,702.20

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24	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	6/13/2023	16 hrs	$ 5,675.04
25	Security Authorization Package	Written	6/27/2023	8 hrs	$ 2,837.52
SOLUTION DEPLOYMENT					
26	Conduct Training	Non-Software	6/22/2023	40 hrs	$ 4,479.00
27	Cutover to New Software	Non-Software	6/27/2023	8 hrs	$ 1,794.18
28	Provide Documentation	Written	6/27/2023	8 hrs	$ 1,091.44
29	Execute System Security Plan	Non-Software	6/27/2023	16 hrs	$ 5,675.04
OPERATIONS					
30	Conduct Project Exit Meeting	Non-Software	6/20/2025	4 hrs	$ 545.72
31	Contract End of Life Transition	Non-Software	6/27/2025	16 hrs	$ 3,577.42
					$ 121,820.87

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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

Vendor Initials DS KCB
Date 3/21/2023

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: F.H. Cann & Associates, Inc.

DocuSigned by:
Kara Cann-Bencosme
17F9887588D040A

3/21/2023
Date

Name: Kara Cann-Bencosme
Title: Executive Vice President

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Date

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: F.H. Cann & Associates, Inc.

3/21/2023
Date

DocuSigned by:
Kara Cann-Bencosme
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Name: Kara Cann-Bencosme
Title: Executive Vice President

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Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

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

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

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

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

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

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

DS KCB

Contractor Initials _____

Date 3/21/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: F.H. Cann & Associates, Inc.

3/21/2023
Date

DocuSigned by:
Kara Cann-Bencosme
17F903718BD046A
Name: Kara Cann-Bencosme
Title: Executive Vice President

DS
KCB
Contractor Initials

3/21/2023
Date

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.

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: F.H. Cann & Associates, Inc.

3/21/2023
Date

DocuSigned by:
Kara Cann-Bencosme
1179037388D040A...
Name: Kara Cann-Bencosme
Title: Executive Vice President

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: F.H. Cann & Associates, Inc.

3/21/2023
Date

DocuSigned by:
Kara Cann-Bencosme
Name: Kara Cann-Bencosme
Title: Executive Vice President

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KCB
Contractor Initials

3/21/2023
Date

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, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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

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

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

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

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

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

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

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

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

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

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

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

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

Contractor Initials KCB

Date 3/21/2023

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

(4) Obligations of Covered Entity

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

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

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	F.H. Cann & Associates, Inc.
The State	Name of the Contractor
DocuSigned by: Karen Hebert 629C5CEB1B4A416...	DocuSigned by: Kara Cann-Bencosme 11F9037388D040A...
Signature of Authorized Representative	Signature of Authorized Representative
Karen Hebert	Kara Cann-Bencosme
Name of Authorized Representative	Name of Authorized Representative
Division Director	Executive Vice President
Title of Authorized Representative	Title of Authorized Representative
3/23/2023	3/21/2023
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 (UEI #)
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: F.H. Cann & Associates, Inc.

3/21/2023
Date

DocuSigned by:
Kara Cann-Bencosme
Name: Kara Cann-Bencosme
Title: Executive Vice President

DS
KCB
Contractor Initials
3/21/2023
Date

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 UEI (SAM.gov) number for your entity is: JLCRDYL2L161

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

   __X__ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials DS KCB

Date 3/21/2023

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

Contractor Initials DS KCB
Date 3/21/2023

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. 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

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.).

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

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 <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

DS
Contractor Initials KCB

Date 3/21/2023

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

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

DocuSign Envelope ID: 8473C7D8-7461-4F9F-BD86-2AC3EB6F6C33

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that F.H. CANN & ASSOCIATES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 30, 2006. 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: **554821**

Certificate Number: **0005906793**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 9th day of December A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Sheri A. Cann, hereby certify that:

1. I am the duly elected President and Secretary of F.H. Cann & Associates, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 9th, 2023, at which a quorum of the Directors were present and voting.

   VOTED: That Kara A. Cann-Bencosme, Executive Vice President, is duly authorized on behalf of F.H. Cann & Associates, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute with the State of New Hampshire and any of its agencies or departments 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.

March, 9th, 2023

Sheri A. Cann

Signature of Elected Officer

Name: Sheri A. Cann
Title: President / Secretary

DocuSign Envelope ID: 8473C7D8-7461-4F9F-BD86-2AC3EB6F6C33

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/10/2023

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

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

PRODUCER
Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

CONTACT NAME: SELECT DEPARTMENT
PHONE (A/C, No, Ext): 800-333-7234 FAX (A/C, No): 781-586-8244
E-MAIL ADDRESS: CSR24CL@easterninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Central Mutual Insurance Co	20230
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
FH Cann & Associates
1600 Osgood Street
North Andover MA 01845

FHCANN8-02

COVERAGES **CERTIFICATE NUMBER:** 467564352 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CLP 9929228	11/28/2022	11/28/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			BAP 9929197	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CXS 9929229	11/28/2022	11/28/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
129 PLEASANT STREET
CONCORD NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/09/2023

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

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

PRODUCER	CONTACT NAME: Pam Hutchins	
O'Connor Insurance Group LLC 2450 Severn Ave Suite 208 Metairie LA 70001	PHONE (A/C, No, Ext): (504) 262-8900	FAX (A/C, No): (504) 407-0678
	E-MAIL ADDRESS: phutchins@oconnoragency.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Wesco Insurance Company	250110
INSURED F.H. Cann & Associates, Inc. 100 Domain Dr Suite 200 Exeter NH 03833	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2321313547 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WWC3637518	02/25/2023	02/25/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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