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STATE OF NEW HAMPSHIRE
OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
OFFICE OF THE EXECUTIVE DIRECTOR

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Lindsey B. Courtney, J.D.
Executive Director

Heather A. Kelley
Director

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May 2, 2023

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

REQUESTED ACTION

Authorize the Office of Professional Licensure and Certification (OPLC) to enter into a **Sole Source** contract with VeriDoc, Inc. (Vendor Code N/A) of Bismarck, ND 58503 for the provision of an electronic system to manage license verifications for licensees regulated by the OPLC Board of Medicine and to facilitate the license verification process for an amount not to exceed \$0.00 effective upon Governor and Executive Council approval through June 30, 2025, with the option to renew for up to two (2) years. This is a no-cost contract.

EXPLANATION

This request is **Sole Source** because VeriDoc is the only vendor that processes medical licensing verifications, which are a requirement of New Hampshire's interstate compact with the Interstate Medical Licensure Compact Commission (IMLCC).

Currently, forty-five (45) of the fifty (50) states in the United States participate in the IMLCC, which offers a voluntary, expedited pathway to licensure for qualified physicians who wish to practice medicine in multiple states. Since 2017, the IMLCC has received 37,164 cumulative applications and has issued 57,766 licenses, cumulatively. The VeriDoc system has assisted greatly in other states to verify licensee information in an expedited manner to ensure licensees can obtain licenses to practice in several states. Without VeriDoc in place, the process for license verification can be time consuming and costly to licensees.

The OPLC is requesting approval of this contract in order to ensure expedited license verification services with continued participation in the IMLCC. Without VeriDoc in place, the process for license verification can be time consuming and costly to licensees. Obtaining manual verifications for states participating in the IMLCC may take several days to process. With VeriDoc, the process literally takes minutes to complete. VeriDoc capabilities ensure expedited licensing processes for medical professionals, statewide.

Based on the foregoing, I am respectfully recommending approval of the contract with VeriDoc, Inc.

Respectfully submitted,

Lindsey B. Courtney,
Executive Director



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 24, 2023

Lindsay B. Courtney, Commissioner
Office of Professional Licensure and Certification
State of New Hampshire
7 Eagle Square
Concord, NH 03301

Dear Commissioner Courtney:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with VeriDoc, Inc., as described below and referenced as DoIT No. 2023-075.

The purpose of this request is for the issuing letters of License Verification on behalf of the OPLC and the Board of Medicine.

The Total Price Limitation will be \$0, effective upon Governor and Council approval through June 30, 2025.

A copy of this letter must accompany the Office of Professional Licensure and Certification's submission to the Governor and Executive Council for approval.

Sincerely,

Denis Goulet

DG/jd
DoIT #2023-075

cc: Ransey Hill, IT Manager



STATE OF NEW HAMPSHIRE

OFFICE OF PROFESSIONAL LICENSURE AND
CERTIFICATION

SS-2023-ADMIN-06-VERIF-01

LICENSE VERIFICATION SERVICES

OPLC 2023-075

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OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION
2023-075 – LICENSE VERIFICATION SERVICES
SS-2023-ADMIN-06-VERIF-01
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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37

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

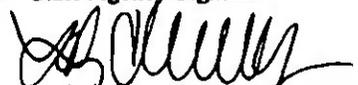
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION

1.1 State Agency Name Office of Professional Licensure and Certification		1.2 State Agency Address 7 Eagle Square Concord, NH 03301	
1.3 Contractor Name Veridoc, Inc.		1.4 Contractor Address 4309 Kodiak Place Bismarck ND 58503	
1.5 Contractor Phone Number (704) 319-6500	1.6 Account Number 24040000-	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$0.00
1.9 Contracting Officer for State Agency Heather A. Kelley, Director of Operations		1.10 State Agency Telephone Number (603) 271-0142	
1.11 CONTRACTOR SIGNATURE  Date: 3-31-23		1.12 Name and Title of Contractor Signatory Rolf P. Stetten, President	
1.13 STATE AGENCY SIGNATURE  Date: 4/24/23		1.14 Name and Title of State Agency Signatory Lindsey B. Courtney, Executive 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: <u>Shari Phillips</u> On: 5/1/2023			
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number: _____		G&C Meeting Date: _____	

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 Contractor Initials: RS
 Date: 3-31-23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

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

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

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

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

3.3 The Term may be extended up to two (2) years(s), ("Extended Term") subject to the parties prior written Agreement and approval of the Governor and Executive Council.

A.2 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

9.1 RESERVED

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 Written Deliverables, for such part of the Contract as has been terminated.

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase any State data until directed by the State;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Implement an orderly return of State data in a CSV or another mutually agreeable format at a time agreed to by the parties;
- g. Securely dispose/destroy of all requested data in all of its forms, such as disk, CD / DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable.

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according to National Institute of Standards and Technology (NIST)-
Special Publication (SP) 800-88 approved methods. Certificates of
destruction shall be provided to the State; and

b. Provide written Certification to the State that Contractor has
surrendered to the State all said property and after 180 days has erased
all State data.

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

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

**A.3 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 includes any and all
nonpublic information owned or managed by the State of NH - created, received from
or on behalf of any Agency of the State 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), Personally Identifiable Information
(PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social
Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and
Confidential Information. The Contractor shall not use the Confidential Information
developed or obtained during the performance of, or acquired, or developed by reason
of the Agreement, except as directly connected to and necessary for the performance
of the Agreement. Contractor shall maintain the confidentiality of and protect from
unauthorized use, disclosure, publication, and reproduction (collectively "release"),
all Confidential Information.

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

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;

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- 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 developed by the receiving Party independently of, or was known by the receiving Party prior to, any disclosure of such information made by the disclosing Party; or
- d. is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State. Notwithstanding the foregoing, the Contractor is and shall be the sole and exclusive owner of all software, including without limitation all code, source code, object code, algorithms, models, files and file structures comprising the computer programming (collectively, the "Software") used to perform the Services or to provide the Deliverables, and nothing in this Agreement shall transfer any right, title, claim or ownership in, to, or of the Proprietary Software to the State.

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

A.4 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

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

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EXHIBIT A – SPECIAL PROVISIONS**

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

A.5 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.

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EXHIBIT B - BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work (SOW), Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

New Hampshire Office of Professional Licensure and Certification (OPLC) seeks to implement an electronic system to manage license verifications for Licensees regulated by the OPLC Board of Medicine and to facilitate the license verification process.

The objective of the Veridoc solution is to simplify the license verification process for OPLC staff and to assist Licensees in obtaining license verifications.

2. BUSINESS / TECHNICAL REQUIREMENTS

The Contractor shall provide a web-based license verification management system (MS) that is available for OPLC staff and Licensees.

3. ACTIVITY, DELIVERABLE, AND MILESTONE

The Contractor shall collaborate with OPLC on the system requirements and functions.

The Contractor shall collaborate with OPLC to test the export record from OPLC's subsystem.

The Contractor shall develop the system based upon these mutually agreed upon requirements.

3.1. System Details by Board Group

3.1.1. OPLC and Board Staff

- 3.1.1.1. The OPLC shall provide a template Letter of Verification and letterhead for use by Veridoc.
- 3.1.1.2. The OPLC shall provide a .txt file uploaded nightly to an FSTP website to Veridoc that includes:
 - 3.1.1.2.1. Board Name;
 - 3.1.1.2.2. First and Last Name of Licensee;
 - 3.1.1.2.3. Date of Birth;
 - 3.1.1.2.4. Address;
 - 3.1.1.2.5. Profession;
 - 3.1.1.2.6. Title;
 - 3.1.1.2.7. License Number;
 - 3.1.1.2.8. License Type;
 - 3.1.1.2.9. License Status;
 - 3.1.1.2.10. Dates of issuance and expiration; and

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3.1.1.2.11. Disciplinary Actions, if applicable.

3.1.1.3. The OPLC shall provide notification to Veridoc, of any changes in fees as promulgated in NH Administrative Rules Plc1001 no later than ten (10) business days prior to the effective date of the change.

3.1.2. Veridoc

3.1.2.1. The Contractor shall provide a report file to OPLC on a monthly basis, which will have the following available information:

3.1.2.1.1. Board Name;

3.1.2.1.2. Licensee name;

3.1.2.1.3. License Number; and

3.1.2.1.4. Amount Payable to OPLC by license.

3.1.2.2. The Contractor shall provide a remittance report to OPLC on a monthly basis, which includes, but is not limited to:

3.1.2.2.1. The total amount collected by Veridoc during the previous month; and

3.1.2.2.2. The total amount remitted to OPLC for the previous month.

3.1.2.3. The Contractor shall remit payments by Automated Clearing House (ACH) electronic transfer deposits to the account specified by OPLC on a monthly basis.

3.1.3. Audit at Renewal

3.1.3.1. The Contractor shall ensure licensees shall have the ability to report license verifications that were not processed by the Contractor.

3.1.3.2. The Contractor shall ensure all information is stored in the Veridoc database and is accessible by OPLC and Licensees twenty-four (24) hours per day, seven (7) days per week.

3.2. Licensees

The Contractor shall collect fees in compliance with NH Administrative Rules Plc1001 in addition fees charged by the Contractor.

The Contractor shall provide OPLC Licensees with a notification that the license verification has been processed that includes:

- Where the license verification was sent;
- An image of the verification with a watermark seal; and
- A payment receipt.

3.2.1.1. Other Online Tools:

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The Contractor shall ensure other online tools are available to the OPLC and Licensees, which include, but are not limited to:

- Profession-specific Frequently Asked Questions (FAQs) and searchable Knowledge Base.
- Contractor support center services via telephone available Monday through Friday 9:00 AM to 6:00 PM Eastern Standard Time (EST), excluding State and Federal holidays with voicemail capabilities that can accept detailed messages from callers.
- Contractor support via e-mail at support@veridoc.org.

3.3. Resources

3.3.1. Support Center

- 3.3.1.1. The Contractor shall provide a Support Center that includes telephone, and is available for all OPLC and Licensing staff, and Licensees, from 9:00 a.m. to 6:00 p.m. EST Monday through Friday, excluding State and Federal holidays with voicemail capabilities that can accept detailed messages from callers.
- 3.3.1.2. The Contractor shall ensure messages can be sent online to the Support Center at any time.
- 3.3.1.3. The Contractor shall ensure the Support Center staff assist with technical issues and instruct and assist users to access the help text and frequently asked questions (FAQs), as appropriate.

3.3.2. Marketing and Communication

- 3.3.2.1. The Contractor shall ensure no marketing e-mails are sent to Licensees.
- 3.3.2.2. The Contractor shall ensure Licensee e-mail addresses are not provided and/or sold to third parties.

3.3.3. Implementation

- 3.3.3.1. The Contractor shall accept an initial data transfer from OPLC that contains pertinent Licensee data within thirty (30) days of the contract Effective Date, which includes, but is not limited to:

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- License number.
 - Profession.
 - Licensee name.
 - Issue date.
 - Expiration date.
 - License status.
 - Disciplinary status.
 - Contact information, including e-mail, if available.
- 3.3.3.2. The Contractor shall accept a daily file transfer of updates and/or changes to Licensee information to ensure accuracy of the Contractor's database.
- 3.3.3.3. The Contractor shall work with OPLC to ensure data files that include all updates and/or changes to Licensee information are transferred daily beginning no later than 120 days after the initial Licensee data transfer identified in Paragraph 3.3.3.1., above.
- 3.3.3.4. The Contractor shall work with OPLC to ensure data requirements for the Licensee data transfer are current based on OPLC-specific licensing processes and renewal requirements.
- 3.3.3.5. The Contractor shall limit the use of OPLC resources for implementation only to the transfer of Licensee data described in this section.

4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1 Non-Software and Written Deliverables Review and Acceptance

The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may decide. Upon receipt of the corrected Deliverable, the

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State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the review period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

4.2 Service Deliverables Review and Acceptance

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

4.3 Number of Deliverables

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

4.4 Conditional and Unconditional Acceptance

By accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the Services, in whole or in part, through completion of all Acceptance Testing.

5. CHANGE ORDER

The OPLC may make changes, revisions, or request enhancements to the Scope of Work at any time by written Change Order. The OPLC 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 OPLC, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

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 OPLC shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The OPLC, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The OPLC 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.

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.

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.

6. IMPLEMENTATION SERVICES

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

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

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

7. PROJECT MANAGEMENT

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

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

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Agreement 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. The Contractor shall promote and maintain an awareness of the importance of securing the OPLC's information among the Contractor's employees and agents. The Contractor shall ensure results of criminal background checks are available to OPLC no later than thirty (30) days after receiving the request.

The OPLC may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. OPLC shall maintain the confidentiality of background screening results in accordance with the Agreement.

The OPLC shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Agreement.

7.1 The Contractor Key Project Staff

7.1.1 The Contractor's Contract Manager

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

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in all Contract administrative activities. Contractor's Contract Manager is:

JoDee Wiedmeier, Operations Manager

Operations Manager

(701) 319-6500

jodee@veridoc.org

7.1.2. The Contractor's Project Manager

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

JoDee Wiedmeier, Operations Manager

Operations Manager

(701) 319-6500

jodee@veridoc.org

The State may request removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during normal Business Hours within two (2) hours after receiving 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.

7.1.3. Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice. 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.

7.1.4. The Contractors Additional Key Project Staff

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

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JoDee Wiedmeier, Operations Manager

Matt Ferderer, Programmer

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall use commercially reasonable best efforts to not change Key Project Staff commitments without providing the State written notice. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

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

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

7.2 The State Key Project Staff

7.2.1. The State Contract Manager

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

State Contract Manager

Denise Sherburne, Internal Controls & Contracts Administrator

(603) 271-3052

Denise.M.Sherburne@oplcnh.gov

7.2.2. The State Project Manager

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

OPLC Project Manager

Heather A. Kelley, Director of Operations

(603) 271-0142

Heather.A.Kelley@oplcnh.gov

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;

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- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.

8. WORK PLAN

RESERVED

9. ACCEPTANCE & TESTING SERVICES

RESERVED

10. MAINTENANCE, OPERATIONS AND SUPPORT

RESERVED.

11. DATA PROTECTION

Protection of Personal Information and Non-public Information shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of such information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of such information and comply with the following conditions:

The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Information and Non-public Information. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Information and Non-public Information of similar kind.

All Personal Information shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Information.

Unless otherwise stipulated, the Contractor shall encrypt all Non-public Information at rest and in transit. The State shall identify all Non-public Information to the Contractor. The level of protection and encryption for all Non-public Information shall be identified and made a part of this Agreement.

At no time shall any Non-public Information – that either belong to the State or its officers, agents or employees – be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the State or its end users.

The Contractor shall not use any Non-public Information collected in connection with the Services issued from this Contract for any purpose other than fulfilling the Services.

11.1 Data Location

All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as specified and allowed by the contract, and then only on devices that are used and kept at its data centers

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within the Continental United States. The Contractor shall permit its personnel and Contractors to access State data remotely only to provide technical support and as specified or required by the contract.

11.2 Security Incident Or Data Breach

The Contractor shall inform the State of any Data Breach in accordance with NH RSA Chapter 359-C:20: Notice of Security Breach.

Incident Response: the Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. Discussing security incidents with the State should be handled on an urgent as-needed basis, as part of the Contractor communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.

Security Incident Reporting Requirements: the Contractor shall report a security incident to the State identified contact immediately if it reasonably believes there has been a Security Incident impacting Personal Information.

Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed Data Breach that affects the security of any Personal Information that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate State identified contact within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

11.3 Breach Responsibilities

- 11.3.1.** This Subsection 11.3. only applies when a Data Breach occurs with respect to Personal Information within the possession or control of the Contractor and/or the third party designee hosting the data as agreed upon by the Contractor and the State.
- 11.3.2.** The Contractor, unless stipulated in writing otherwise, shall immediately notify the appropriate State identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a Security Incident involving Personal Information.
- 11.3.3.** The Contractor, unless stipulated in writing otherwise, shall promptly notify the appropriate State identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there has been a Data Breach with respect to State Personal Information, and the Contractor shall:
 - a. cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach;
 - b. promptly implement necessary remedial measures, if necessary; and
 - c. document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to

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make changes in business practices in providing the services, if necessary.

11.3.4. Unless otherwise stipulated, if a Data Breach is a direct result of the Contractor's breach of its contract obligation or the third party hosting company to encrypt Personal Information, the Contractor and/or the third party hosting company shall bear the costs associated with:

- a. the investigation and resolution of the Data Breach;
- b. notifications to individuals, regulators or others required by State law;
- c. a credit monitoring service required by State (or federal) law;
- d. a website or a toll-free number and call center for affected individuals required by State law — all not to exceed the average per record per person cost calculated for Data Breaches in the United States (currently \$201 per record/person) in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach; and
- e. complete all corrective actions as reasonably determined by the Contractor based on root cause; all [(a) through (e)] subject to this Contract's limitation of liability.

12. SERVICES AGREEMENT

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

13. ADMINISTRATIVE SERVICES

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

14. TRAINING

The Contractor shall provide Training Services to ensure proper use of continuing education information.

15. MERCHANT CARD SERVICES

RESERVED

16. TERMS AND DEFINITIONS

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

17. CONTRACTOR'S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

The Contractor shall provide access to the license verification system to OPLC and the Boards at no cost to the OPLC or the Boards.

The Contractor shall provide implementation, training, and support for the license verification system at no cost to OPLC.

The Contractor shall ensure Licensees can access the system at the cost as outlined in Exhibit B, Scope of Services, which allows Licensees to request a license verification.

The Contractor shall notify OPLC, the Board and Licensees no later than 180 days prior to any rate increases to ensure updated amounts and information is shared with Licensees.

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

RESERVED

5. INVOICE ADDRESS

RESERVED

6. PAYMENT ADDRESS

RESERVED

7. OVERPAYMENTS TO THE CONTRACTOR

RESERVED

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8. CREDITS

RESERVED

9. PROJECT HOLDBACK

RESERVED

10. PAYMENT SCHEDULE

The Contractor shall submit payments to the OPLC for all OPLC fees collected from licensees on a monthly basis. The Contractor shall ensure payments include an invoice that indicates the name of the licensee, number of verifications requested, total amount paid to the Contractor, amount payable to OPLC by licensee and the total amount payable to the OPLC.

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EXHIBIT D – SERVICE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. Services

During the Subscription Term, the Contractor will be responsible for delivering and performing only those Services specifically identified in this Agreement.

The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

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

3. Documentation Copies. RESERVED

4. Restrictions. RESERVED

5. Viruses. Contractor shall take commercially reasonable efforts to ensure that it does not transmit viruses, destructive programming, and mechanisms designed to disrupt the performance of the State computing assets. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

6. Audit. RESERVED

7. Services Non-Infringement. RESERVED

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any Deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third parties which may be integrated with the Contractor's Deliverables.

9. Custom Software.

RESERVED

10. Software Escrow.

RESERVED

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

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EXHIBIT E – ADMINISTRATIVE SERVICES**

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1. DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Matt Ferdereer, Programmer	State Project Manager	5 Days
First	JoDee Wiedmeier, Operations Manager	Director of Operations	10 Days
Second	JoDee Wiedmeier, Operations Manager	Director of Operations	10 Days
Third	JoDee Wiedmeier, Operations Manager	Director of Operations	15 Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any

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extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

RESERVED.

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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Confidential Information	<p>Information required to be kept Confidential and restricted from unauthorized disclosure under the Contract. "Confidential Information" or "Confidential Data" means all nonpublic, private/restricted confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Protected Health Information and Personally Identifiable Information.</p> <p>Confidential Information also includes any and all nonpublic information owned or managed by the State of NH - created, received from or on behalf of any state agency 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.</p>
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. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
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.

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Data Breach	Data 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 Personal Information, whether physical or electronic. With regard to Protected Health Information, "Data Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
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, or Non-Software Deliverable (letter, report, manual, book, 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.
Licensee	An individual regulated by a board, council or commission within the OPLC.

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Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the Services are ready for use and fully functional, all Data has been loaded; and the State has issued Acceptance.
Personal Information	“Personal Information” (or “PI”) or “Personally Identifiable Information” (PII) 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., but shall not include public information, or information that is lawfully made available to the general public from federal, state, or local government records.
Project	The planned undertaking regarding the entire subject matter of an RFP or Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	“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.
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s Services, which are enabled by applications running on a cloud infrastructure. The Services are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

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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 (but excluding public records as defined by NH RSA Chapter 91-A).
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together to allow Contractor to perform the Services, in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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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 Appendix B: <i>Business/Technical Requirements and Deliverables</i> . 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.
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

RESERVED

2. CONTRACTOR CERTIFICATES

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

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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 VERIDOC, INC. is a North Dakota Profit Corporation registered to transact business in New Hampshire on March 29, 2023. 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: 927707

Certificate Number : 0006210572



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, JoDee S. Wiedmeier, hereby certify that:

1. I am the Operations Manager for VeriDoc, Inc. and as such, I am able to attest that:
 - a. Rolf P. Sletten, as President of VeriDoc, Inc., is duly authorized on behalf of VeriDoc, 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 any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his judgment be desirable or necessary.
 - b. I further certify that this authorization remains in full force and effect as of March 31, 2023, the date of the contract to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority.
 - c. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: April 24, 2023.

Signature: _____

Name: JoDee S. Wiedmeier

Title: Operations Manager, VeriDoc Inc.



VERIINC-03

ESHANNAHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/17/2023

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 HUB International Great Plains, LLC 4204 Boulder Ridge Rd, Suite 75 Bismarck, ND 58503	CONTACT NAME: Eileen Shannahan	
	PHONE (A/C, No, Ext): (701) 355-3111	FAX (A/C, No): (701) 425-0345
E-MAIL ADDRESS: eileen.shannahan@hubinternational.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Ohio Security Insurance Company		24082
INSURER B : Gemini Insurance Company		10833
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Veridoc, Inc
 4309 Kodiak Place
 Bismarck, ND 58503

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			BZS55028932	3/5/2023	3/5/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPPOP AGG \$ 2,000,000
							Employer's Liab \$ 1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY		<input type="checkbox"/> NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB		<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
							\$
							PER STATUTE
							OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						E.L. EACH ACCIDENT \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		<input type="checkbox"/> Y/N	N/A			E.L. DISEASE - EA EMPLOYEE \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$
B	Prof. Liability			VNPL012292	3/5/2023	3/5/2024	Each Claim Limit 1,000,000
B	Prof. Liability			VNPL012292	3/5/2023	3/5/2024	Aggregate Limit 1,000,000

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

CERTIFICATE HOLDER OPLC 7 Eagle Square Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Bob Dale</i>
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North Dakota Workforce
Safety & Insurance

Art Thompson
Director

VeriDoc Inc
4309 Kodiak Pl
Bismarck ND 58503

January 12, 2023

Account Information Employer account number: 1520699
Issue date: 01/12/2023
Expiration date: 03/15/2024

Certificate of Payment

Reason For Notice Workforce Safety & Insurance (WSI) certifies VeriDoc Inc has North Dakota workers' compensation coverage from 01/01/2023 to 12/31/2023. Employees of VeriDoc Inc are entitled to apply for WSI benefits.

Required Action Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of \$250 may apply for failure to comply with this requirement. See North Dakota Century Code § 65-04-04.

Additional Information Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
8747	Professional/Business Reps

Sincerely,

Barry Schumacher
Chief of Employer Services

PL5