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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

May 17, 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 Public Health Services, to enter into a **Sole Source** amendment to an existing contract with STCHealth, LLC (VC#173134-B002), Scottsdale, AZ for maintenance and support for the New Hampshire Electronic Disease Surveillance System (NHEDSS), by exercising a contract renewal option by increasing the price limitation by \$316,056 from \$3,251,460 to \$3,567,516 and by extending the completion date from June 30, 2023 to June 30, 2024, effective July 1, 2023 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on October 21, 2015, item #11, amended on November 8, 2017, item #21, amended with Governor approval on October 20, 2020, presented to the executive council on November 18, 2020, informational item #E, amended on November 18, 2020, item #33 and most recently amended on August 17, 2022, item #20.

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

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements previously approved as sole source to be identified as sole source. The Contractor is uniquely qualified to provide maintenance and support, because they have developed and maintained the New Hampshire Electronic Disease Surveillance System software since 2005. The Contractor is not creating any enhancements for this system and is the only vendor that can provide the maintenance support for this system during this transition to a new vendor as approved by Governor and Council on March 8, 2023 (Item #7). The new system is anticipated to go live in April 2024.

The purpose of this request is for the Contractor to continue to provide New Hampshire Electronic Disease Surveillance System maintenance and support until the new system goes live and is fully operational. The current system is used to investigate and track the occurrence of reportable infectious diseases in New Hampshire. Maintaining an infectious disease monitoring system is critical to the State's capacity to investigate and control the spread of infectious diseases, detect infectious disease cases and outbreaks, respond to them in a timely manner, and report de-identified data to the Centers for Disease Control and Prevention as required by federal law.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The Department uses this electronic system to manage the investigation and response to more than 8,000 infectious disease reports that are reported each year in New Hampshire under RSA 141-C.

The Department will monitor services by ensuring the vendor will:

- Acknowledge critical system issues within 15 minutes and take immediate action to understand and resolve them.
- Submit written test plans one (1) week prior to any major software release.
- Provide assistance with data migration to the new system.

As referenced in Agreement Part 2, Exhibit C, Special Provisions of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the two (2) years available.

Should the Governor and Council not authorize this request, the Department will not have continued support of these electronic surveillance systems that are critical to responding timely to infectious diseases, including new outbreaks or other public health threats in accordance with RSA 141-C.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.323, FAIN #NYCK000522

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

Respectfully submitted,



 Lori A. Weaver
Interim Commissioner

FISCAL DETAILS

**01-03-03-030010-7695 GENERAL GOVERNMENT, DEPT OF INFORMATION TECHNOLOGY, INFORMATION TECHNOLOGY, IT FOR DHHS
100% General Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2016	038-500175	Technology Software	03900052	\$183,485	\$0	\$183,485
2017	038-500175	Technology Software	03900052	\$275,227	\$0	\$275,227
2018	038-500175	Technology Software	03900052	\$280,732	\$0	\$280,732
2019	038-500175	Technology Software	03900052	\$280,732	\$0	\$280,732
2020	038-500175	Technology Software	03900052	\$286,346	\$0	\$286,346
2021	038-500175	Technology Software	03800052	\$292,073	\$0	\$292,073
2022	038-500175	Technology Software	03800052	\$297,914	\$0	\$297,914
2023	038-500175	Technology Software	03900052	\$226,851	\$0	\$226,851
			<i>Subtotal</i>	\$2,123,360	\$0	\$2,123,360

**05-95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT
CFDA: 93.074 FAIN: U90T000535 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2016	102-500731	Contracts for Prog Svc	90027030	\$100,000	\$0	\$100,000
			<i>Subtotal</i>	\$100,000	\$0	\$100,000

**05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, NH EPIDEMIOLOGY AND LABORATORY CAPACITY
CFDA: 93.521 FAIN: U50CK000427 100% Federal Funds
CFDA: 93.323 FAIN: U50CK000522 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2016	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2018	102-500731	Contracts for Prog Svc	90183523	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2020	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2021	102-500731	Contracts for Prog Svc	90183520	\$100,000	\$0	\$100,000
			<i>Subtotal</i>	\$450,000	\$0	\$450,000

**05-95-90-902510-5170, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL
CFDA: 93.944 FAIN: U62PS004014 100% Federal
CFDA: 93.116 FAIN: U52PS004684 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2016	102-500731	Contracts for Prog Svc	90022000	\$14,000	\$0	\$14,000
2017	102-500731	Contracts for Prog Svc	90022000	\$34,000	\$0	\$34,000
2018	102-500731	Contracts for Prog Svc	90022000	\$112,600	\$0	\$112,600
2019	102-500731	Contracts for Prog Svc	90022000	\$10,000	\$0	\$10,000
2020	102-500731	Contracts for Prog Svc	90022000	\$10,000	\$0	\$10,000
			<i>Subtotal</i>	\$180,600	\$0	\$180,600

**05-95-90-902510-7536, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION
CFDA: 93.977 FAIN: H25PS0049339 NH25PS005159 100% Federal
CFDA: 93.940 FAIN: U62PS003655 NU62PS924538 100% Federal**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2016	102-500731	Contracts for Prog Svc	90025000	\$31,400	\$0	\$31,400
	102-500731	Contracts for Prog Svc	90024000	\$13,600	\$0	\$13,600
		SFY 16 Subtotal		\$45,000	\$0	\$45,000
2017	102-500731	Contracts for Prog Svc	90025000	\$21,500	\$0	\$21,500
	102-500731	Contracts for Prog Svc	90024000	\$0	\$0	\$0
		SFY 17 Subtotal		\$21,500	\$0	\$21,500

2018	102-500731	Contracts for Prog Svc	90025000	\$7,500	\$0	\$7,500
	102-500731	Contracts for Prog Svc	90024000	\$10,000	\$0	\$10,000
		SFY 18 Subtotal		\$17,500	\$0	\$17,500
2019	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$30,500	\$0	\$30,500
		SFY 19 Subtotal		\$30,500	\$0	\$30,500
2020	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$25,000	\$0	\$25,000
		SFY 20 Subtotal		\$25,000	\$0	\$25,000
2021	102-500731	Contracts for Prog Svc	90025000	\$26,000	\$0	\$26,000
	102-500731	Contracts for Prog Svc	90024000	\$7,000	\$0	\$7,000
		SFY 21 Subtotal		\$33,000	\$0	\$33,000
2022	102-500731	Contracts for Prog Svc	90025000	\$18,000	\$0	\$18,000
	102-500731	Contracts for Prog Svc	90024000	\$7,000	\$0	\$7,000
		SFY 22 Subtotal		\$25,000	\$0	\$25,000
		<i>Subtotal</i>		<i>\$197,500</i>	<i>\$0</i>	<i>\$197,500</i>

05-95-90-903510-1901, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19
CFDA: 93.323 FAIN: NYCK000522 100% FEDERAL

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increase/Decrease	Revised Budget
2021	102-500731	Contracts for Prog Services	90183518	\$200,000	\$0	\$200,000
2022	102-500731	Contracts for Prog Services	90183518	\$0	\$0	\$0
2023	102-500731	Contracts for Prog Services	90183518	\$0	\$0	\$0
2024	102-500731	Contracts for Prog Services	90183518	\$0	\$145,570	\$145,571
2024	102-500731	Contracts for Prog Services	90183538	\$0	\$170,486	\$170,486
		<i>Subtotal</i>		<i>\$200,000</i>	<i>\$316,056</i>	<i>\$516,057</i>

<i>Grand Total</i>	<i>\$3,251,460</i>	<i>\$316,056</i>	<i>\$3,567,517</i>
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DEPARTMENT OF INFORMATION TECHNOLOGY
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www.nh.gov/doi

Denis Goulet
Commissioner

June 1, 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 amendment with STCHealth, LLC, as described below and referenced as DoIT No. 2015-063D.

The purpose of this request is for maintenance and support of the New Hampshire Electronic Disease Surveillance System (NHEDSS).

The Total Price Limitation will increase by \$316,056 for a New Total Price Limitation of \$3,567,516, effective upon Governor and Council approval through June 30, 2024.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/jd
DoIT #2015-063D

cc: Mike Williams, IT Manager

**State of New Hampshire
Department of Health and Human Services
Amendment #4**

This Amendment to the NH Electronic Disease Surveillance System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and STCHealth, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015, Item #11, as amended on November 8, 2017, Item #21, as amended with the Governor approval on October 20, 2020, presented to the executive council on November 18, 2020, informational Item #E, as amended on November 18, 2020, Item #33 and most recently amended on August 17, 2022, Item #20 the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Contract Agreement – Part 1, Section 18, General Terms and Conditions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Contract Agreement – Part 1, Block 1.7, Completion Date, to read:
June 30, 2024
2. Contract Agreement – Part 1, Block 1.8, Price Limitation, to read:
\$3,567,516
3. Contract Agreement – Part 1, Block 1.9, Contracting Officer for State Agency, to read:
Robert W. Moore, Director
4. Modify Contract Agreement-Part 2, Exhibit A Deliverables, Section 2 Deliverable Schedule, Table 2.1k Implementation Schedule – Deliverables, Ref #C6.2 to read:

Table 2.1k Implementation Schedule –Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
C6.2.	Optional		
C6-2.1.	Optional enhancements to be defined using the Change Order Process	Software	6/30/2024
C6-2.2.	Data Migration The Contractor shall allocate up to 20 hours of consultative/technical support for Data Migration needed, with Department approval, to include meeting time, time researching questions and time resolving issues. This time will be accounted for in the template provided by the Department. If additional support is needed beyond 20 hours, the Contractor shall invoice New Hampshire on a Time and Materials basis and invoice based on the schedule below. The Contractor must provide the Department with the cost of the Data Migration consultative/technical support, in the template provided by the Department, prior to work being	Software	6/30/2024

MP

initiated. The Department must approve of any work being completed. The Contractor can only bill the Department.

GSA Professional Services	State MFC Rate
Business Analyst	\$154.35
Configuration Management Specialist	\$122.85
Corporate Monitor (Oversight)	\$234.14
Data Analyst/Conversion Specialist	\$120.08
Database Engineer	\$180.33
Documentation Specialist	\$136.50
GIS Specialist	\$159.24
Graphics Specialist	\$99.94
Help Desk Specialist	\$111.30
UMS/ELR Specialist	\$186.09
Network Engineer	\$166.67
Program Manager	\$200.76
Programmer/Analyst	\$154.35
Project Manager	\$221.31
Public Health Specialist	\$158.79
QA/Test Specialist	\$120.08
Installation and Support Engineer	\$166.67
Systems Administrator	\$132.52
Systems Engineer	\$180.33
Technical Management	\$199.59
Training Specialist	\$120.08
Sr. Business Analyst	\$172.20
Sr. Configuration Management Specialist	\$142.80
Sr. Database Engineer	\$223.65
Sr. GIS Specialist	\$189.37
Sr. Network Engineer	\$200.76
Sr. Programmer/Analyst	\$185.85
Sr. Public Health Specialist	\$201.87
Sr. QA/Test Specialist	\$146.24
Sr. Systems Data Architect	\$245.70
Sr. Systems Engineer	\$185.85

5. Modify Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.2 Firm Fix Price, Table 1.2k Payment Schedule to read:

Table 1.2k: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEARS 7-8 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C5-1.	Maintenance and Support			
C5-3.1.	Monthly Year 7 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$24,339.42	\$292,073
C5-3.1.	Monthly Year 8 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$24,826.21	\$297,914
C5-2.	Optional			

C5-4.1.	Optional enhancements to be defined using the Change Order Process	Monthly	\$258,000	\$258,000 (Reduced by \$100,000 from A2)
	Years 7-8 Subtotal for PRISM, TB PAM, and NHEDSS:		\$847,987	\$847,987
C6.	Monthly Year 9 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$25,571	\$306,851 (\$100,000 from line C5-4.1. moved into line C6)
	Year 9 Subtotal for PRISM, TB PAM, and NHEDSS:		\$306,851	\$306,851
C7	Monthly Year 10 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$26,338	\$316,056
C 7.1	Data Migration T&M	As requested	\$20,000	\$20,000
	Year 10 Subtotal for PRISM, TB PAM, and NHEDSS:		\$336,056	\$336,056
	GRAND TOTAL- CALENDAR YEARS 1 TO 10:		\$3,567,516	\$3,567,516

6. Modify Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.4 Future Vendor Rates, Table 1.4b, Future Vendor Rates – Enhancements to read:

Table 1.4b Future Vendor Rates – Enhancements

Position Title	SFY 2016 7/1/15-6/30/16	SFY 2017 7/1/16-6/30/17	SFY 2018 7/1/17-6/30/18	SFY 2019 7/1/18-6/30/19	SFY 2020 7/1/19-6/30/20	SFY 2021 7/1/20-6/30/21	SFY 2022 7/1/21-6/30/22	SFY 2023 7/1/22-6/30/23	SFY 2024 7/1/23-6/30/24
Project Manager	\$206.70	\$219.10	\$232.25	\$246.18	\$260.95	\$260.95	\$260.95	\$260.95	\$260.95
Account Executive	\$218.36	\$231.46	\$245.35	\$260.07	\$275.67	\$275.67	\$275.67	\$275.67	\$275.67
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72	\$196.72	\$196.72
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72	\$196.72	\$196.72
Help Desk Specialist	\$112.36	\$119.10	\$126.25	\$133.82	\$141.85	\$141.85	\$141.85	\$141.85	\$141.85

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2023, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/2023

Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: director

6/2/2023

Date

STCHealth, LLC

DocuSigned by:
Michael Popovich
Name: Michael Popovich
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/7/2023

Date

DocuSigned by:
Robyn Guarino
748734844941480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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 STCHEALTH, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 15, 2002. 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: 397216

Certificate Number: 0006241608



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of June A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE/AUTHORITY

I, Sandra Vasseur of STChealth, LLC. (company) do hereby certify that:

1. I am the Chief Financial Officer (CFO) of STChealth, LLC. (company).
2. That the Chief Executive Officer (CEO) is hereby authorized on behalf of this company to enter into said contracts with the State, and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate, and Michael L. Popovich is the duly elected Chief Executive Officer (CEO) of this company.
3. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the company and that this authorization shall remain valid for thirty (30) days from the date of this certificate.

Sandra Vasseur

Name: Sandra Vasseur
Title: Chief Financial Officer (CFO)
Company Name: STChealth, LLC.

6/2/2023

Date



AGENCY CUSTOMER ID: SCIETEC-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Brown & Brown Insurance of AZ, Inc		NAMED INSURED STHealth LLC 411 S 1st Street Phoenix AZ 85004	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

- A - Network Security and Privacy Liability
- B Regulatory Investigations, Fines and Penalties
- C -Medial Liability
- D-PCI DSS Assessment Expenses
- E. Breach Response & Remediation
- F. Technology and Professional Services Liability

Subject to policy terms, conditions, limitations and exclusions.

Additional Insured and Waiver of Subrogation applies Per attached form SS00080405, applies to the Hartford General Liability
The following applies to the General Liability:30 days cancellation notice, 10 days notice of cancellation for non payment

Additional Insured: NH Department of Health and Human Services where required per written contract.

20 Mar



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

Lori A. Shibley
Commissioner

Patricia M. Tilley
Director

29 HAZEN DRIVE, CONCORD, NH 03301
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July 25, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with STCHealth, LLC (VC#173134-B002), Scottsdale, AZ, for technical development support for the New Hampshire Electronic Disease Surveillance System, by exercising a contract renewal option by increasing the price limitation by \$226,851 from \$3,024,609 to \$3,251,460 and extending the completion date from June 30, 2022 to June 30, 2023, effective July 1, 2022, upon Governor and Council approval 100% General Funds

The original contract was approved by Governor and Council on October 21, 2015, item #11, amended on November 8, 2017, item #21, amended with Governor approval on October 20, 2020 and presented to the Executive Council on November 18, 2020, informational item #E and most recently November 18, 2020, item #33.

Funds are available in the following account for State Fiscal Year 2023, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because additional time was needed to negotiate and finalize the scope of the work prior to the Contractor and Department reaching mutually acceptable terms. The Department initiated the amendment process with the Contractor in March 2022. The resulting negotiations, which resulted in a reduced rate and terms more favorable to the Department, were not finalized until July 2022.

The purpose of this request is for the Contractor to continue to provide New Hampshire Electronic Disease Surveillance System maintenance and support. The electronic system and the associated modules, STD Patient Reporting Investigation Management System, and Tuberculosis Program Area Module, are used to investigate and track reportable diseases. The Department released a Request for Proposal in March 2022 and is in the process of selecting a vendor to provide a replacement for these three systems, but needs to support the existing systems during the vendor selection, contracting, data migration, and system transition period.

The Department uses this electronic system to investigate and track more than 10,000 cases of non-COVID infectious diseases each year, as well as the State's COVID cases, which is approximately 100,000 cases for 2022 year to date. The electronic system gives the Department capacity to detect outbreaks of infectious diseases, to respond in a timely manner to

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

control their spread, and to report these data to the Centers for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response.

The Department will monitor services by requiring the Contractor to:

- Acknowledge critical system issues within 15 minutes and take immediate action to understand and resolve them
- Submit written test plans one (1) week prior to any major software release.
- Provide assistance with data migration to the new system.

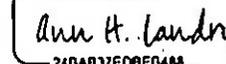
As referenced in Agreement Part 2, Exhibit C, Special Provisions of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Council not authorize this request, Department will not have continued support of these electronic surveillance systems that are critical to responding timely to infectious diseases, including new outbreaks or other public health threats in accordance with RSA 141-C.

Area served: Statewide

Source of Federal Funds: 100% General Funds

Respectfully submitted,

DocuSigned by:

24DAB37E08E0488...

Lori A. Shibinette
Commissioner DHHS



Dennis Goulet
Commissioner DoIT

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

100% General Funds

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	038-500175	Technology Software	03900052	\$ 183,485	\$0	\$ 183,485
2017	038-500175	Technology Software	03900052	\$ 275,227	\$0	\$ 275,227
2018	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2019	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2020	038-500175	Technology Software	03900052	\$ 286,346	\$0	\$ 286,346
2021	038-500175	Technology Software	03900052	\$0	\$0	\$0
2022	038-500175	Technology Software	03900052	\$0	\$0	\$0
2023	038-500175	Technology Software	03900052	\$0	\$226,851	\$226,851
			Subtotal	\$ 1,306,522	\$226,851	\$ 1,533,373

05-95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT

100% Federal Funds

FAIN # U90TP000535

CFDA # 93.074

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Program Services	90027030	\$ 100,000	\$0	\$ 100,000
			Sub-Total	\$ 100,000	\$0	\$ 100,000

05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH EPIDEMIOLOGY AND LABORATORY CAPACITY

100% Federal Funds

FAIN # U50CK000427

CFDA # 93.521

FAIN # U50CK000522

CFDA # 93.323

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2017	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2018	102-500731	Contracts for Prog Svc	90183523	\$150,000	\$0	\$ 150,000
2019	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2020	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2021	102-500731	Contracts for Prog Svc	90183520	\$ 100,000	\$0	\$ 100,000
			Subtotal	\$450,000	\$0	\$450,000

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

100% Federal Funds

FAIN # U62PS004014

CFDA # 93.944

FAIN # U52PS004684

CFDA # 93.116

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System; Patient Reporting Investigation Management System Module, and TB Program Area Module

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90022000	\$ 14,000	\$0	\$ 14,000
2017	102-500731	Contracts for Prog Svc	90022000	\$ 34,000	\$0	\$ 34,000
2018	102-500731	Contracts for Prog Svc	90022000	\$ 112,600	\$0	\$ 112,600
2019	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000
2020	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000
			Subtotal	\$ 180,600	\$ -	\$ 180,600

05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

100% Federal Funds

FAIN # H25PS0049339
FAIN # U62PS003655

CFDA # 93.977
CFDA # 93.940

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90025000	\$31,400	\$0	\$31,400
	102-500731	Contracts for Prog Svc	90024000	\$13,600	\$0	\$13,600
		SFY 16 Subtotal		\$45,000	\$0	\$45,000
2017	102-500731	Contracts for Prog Svc	90025000	\$21,500	\$0	\$21,500
	102-500731	Contracts for Prog Svc	90024000	\$0	\$0	\$0
		SFY 17 Subtotal		\$21,500	\$0	\$21,500
2018	102-500731	Contracts for Prog Svc	90025000	\$7,500	\$0	\$7,500
	102-500731	Contracts for Prog Svc	90024000	\$10,000	\$0	\$10,000
		SFY 18 Subtotal		\$17,500	\$0	\$17,500
2019	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$30,500	\$0	\$30,500
		SFY 19 Subtotal		\$30,500	\$0	\$30,500
2020	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$25,000	\$0	\$25,000
		SFY 20 Subtotal		\$25,000	\$0	\$25,000
2021	102-500731	Contracts for Prog Svc	90025000	\$26,000	\$0	\$26,000
	102-500731	Contracts for Prog Svc	90024000	\$7,000	\$0	\$7,000
		SFY 21 Subtotal		\$33,000	\$0	\$33,000
2022	102-500731	Contracts for Prog Svc	90025000	\$18,000	\$0	\$18,000
	102-500731	Contracts for Prog Svc	90024000	\$7,000	\$0	\$7,000
		SFY 22 Subtotal		\$25,000	\$0	\$25,000
			Subtotal	\$197,500	\$0	\$197,500

05-95-90-902510-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ELC CARES COVID-19

100% Federal Funds

FAIN # NU50CK000522

CFDA # 93.323

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$200,000	\$0	\$200,000
			Subtotal	\$200,000	\$0	\$200,000

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

01-03-03-030010-7695000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY

2021	038-500175	Technology Software	3800052	\$292,073	\$0	\$292,073
		SFY 21 Subtotal		\$292,073	\$0	\$292,073
2022	038-500175	Technology Software	3800052	\$297,914	\$0	\$297,914
		SFY 22 Subtotal		\$297,914	\$0	\$297,914
		<i>Subtotal</i>		\$589,987	\$0	\$589,987
		TOTAL		\$3,024,609	\$226,851	\$3,251,460



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

July 29, 2022

Lori A. Shabinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a **Retroactive** contract amendment with STHealth, LLC, of Scottsdale, AZ as described below and referenced as DoIT No. 2015-063D.

The purpose of this request is for the Contractor to continue to provide New Hampshire Electronic Disease Surveillance System maintenance and support. The electronic system and the associated modules, STD Patient Reporting Investigation Management System (PRISM), and Tuberculosis Program Area Module (TB PAM), are used to investigate and track reportable diseases. The Department uses this electronic system to investigate and track more than 10,000 infectious diseases each year. This electronic system gives the Department capacity to detect outbreaks of infectious diseases, to respond in a timely manner to control their spread, and to report these data to the Centers for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response.

The funding amount for this amendment is \$226,851.00, increasing the current contract from \$3,024,609.00 to \$3,251,460.00 and by extending the completion date to June 30, 2023 from the current completion date of June 30, 2022. This amendment shall become effective retroactive to June 30, 2022, upon Governor and Executive Council approval through June 30, 2023.

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

Sincerely,

A handwritten signature in black ink that reads "Denis Goulet".

Denis Goulet

DG/RA
DoIT #2015-063D
RID: 53248
cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire
Department of Health and Human Services
Amendment #3**

This Amendment to the NH Electronic Disease Surveillance System contract is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "Department") and STChealth, LLC.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015, (Item #11), as amended on November 8, 2017, (Item #21), as amended on November 18, 2020 (Item #33) and as amended with Governor approval on October 20, 2022, as presented to the Executive Council as an Informational Item on November 18, 2020 (Informational Item #E) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Contract Agreement – Part I, Section 18, General Terms and Conditions, Subsection 18.8, Amendment and Contract Agreement - Part 2, Exhibit C, Special Provisions, Section 3 Extensions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Contract Agreement – Part I, Block 1.3, Contractor Name, to read:
STChealth, LLC
2. Contract Agreement – Part I, Block 1.7, Completion Date, to read:
June 30, 2023
3. Contract Agreement- Part I, Block 1.8, Price Limitation, to read:
\$3,251,460
4. Add Contract Agreement-Part 2, Exhibit A Deliverables, Section 2 Deliverable Schedule, Table 2.1k to read:

Table 2.1k Implementation Schedule –Deliverables

Ref #.	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEAR 9 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
C6-1.	Maintenance and Support		
C6-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEDSS: The Contractor shall provide a limited license to use the software and its associated documentation. The Contractor shall provide limited application support during the license period to ensure the system is maintained to allow for possible data migration to a new Disease Surveillance System. Limited application support will include support only for bugs deemed critical for the success of the program. A critical issue, or P1 is defined below:	Software	Quarterly

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	<p>CRITICAL ISSUE DEFINITION Issues (incident or defect) that require an immediate effort for resolution. Any planned work is halted until the resolution of the issue has been achieved. While there are no guaranteed time frames for resolution there is a guarantee of immediate effort to resolve. The following are some characteristics of a critical (P1) issue:</p> <ul style="list-style-type: none"> • Complete or significant loss of business-critical function to the intended use of Sentinel, TB Pam and/or PRISM. • No workarounds are available to allow the affected business-critical functions to continue. • The potential for data corruption or complete loss of service is time sensitive and any delay could result in catastrophic failure. <p>Support shall include:</p> <ul style="list-style-type: none"> • Releases that address any Critical Issues within STC scope. • Application Customer Support Services <ul style="list-style-type: none"> <input type="radio"/> Access to an automated system from reporting issues through tickets and direct communications to client support staff. <input type="radio"/> With standard hours of operation: Monday – Friday, 8 AM-5 PM Arizona time (excludes STC Holidays) <input type="radio"/> The Contractor shall provide 24 hours per day, seven days per week, issue response for critical issues with the production environment. If a production ticket alert occurs for a critical issue, Contractor shall take action within 15 minutes of the alert being triggered to begin to triage the issue and work towards resolution. <input type="radio"/> Ad-hoc calls when needed for critical issue discussion. • Documentation <ul style="list-style-type: none"> <input type="radio"/> Release/patch notes <input type="radio"/> Documentation portal accessible by all clients • Additional features may still be occasionally added/updated in the application at the Contractor's sole discretion. These may include: <ul style="list-style-type: none"> <input type="radio"/> Performance enhancements <input type="radio"/> OUX improvements <input type="radio"/> General improvements recommended by Contractor's quality improvement team. • The standard support agreement does not include CDC mandated disease reporting updates, user-requested special reports, or a Sentinel dashboard with data analytics. • Provide updates of the Sentinel and TB PAM products via the installation process (Installation 		
--	--	--	--

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	<p>performed by the Contractor). Prism not included in updates.</p> <ul style="list-style-type: none"> • Provide a schedule of updates and/or patches for planning purposes. • Responsibilities related to performance and log file maintenance, such as engine backup jobs, index rebuilds, and execution plan updates. • Database backups are handled via MS-SQL scheduled daily events, whereby nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will continue to be the responsibility of the Contractor. The Contractor shall monitor the performance of this script at least weekly to ensure that usable backups are being correctly stored on the drive. NH is responsible for doing the back-up offsite. • Any changes in backup procedures performed by the Contractor will be communicated to the State PM via updated documentation. All costs associated with problems to restore or recover from a failure due to systems compromised the Contractor backup procedures will be the responsibility of the Contractor. 		
C6-2.	Optional		
C6-2.1.	Optional enhancements to be defined using the Change Order Process	Software	6/30/2023
C6-2.2.	<p>Data Migration</p> <p>The Contractor shall allocate up to 20 hours of consultative/technical support for Data Migration needed, with Department approval, to include meeting time, time researching questions and time resolving issues. This time will be accounted for in the template provided by the Department. If additional support is needed beyond 20 hours, the Contractor shall invoice New Hampshire on a Time and Materials basis and invoice based on the schedule below. The Contractor must provide the Department with the cost of the Data Migration consultative/technical support, in the template provided by the Department, prior to work being initiated. The Department must approve of any work being completed. The Contractor can only bill the Department.</p>	Software	6/30/2023

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GSA Professional Services	State AIFC Rate
Business Analyst	\$154.35
Configuration Management Specialist	\$122.85
Corporate Monitor (Overnight)	\$234.14
Data Analyst/Conversion Specialist	\$120.08
Database Engineer	\$180.33
Documentation Specialist	\$116.50
GIS Specialist	\$159.24
Graphics Specialist	\$99.94
Help Desk Specialist	\$111.30
UMS/ELR Specialist	\$186.09
Network Engineer	\$166.67
Program Manager	\$200.76
Programmer/Analyst	\$154.35
Project Manager	\$221.31
Public Health Specialist	\$158.79
QA/Test Specialist	\$120.08
Installation and Support Engineer	\$166.67
Systems Administrator	\$132.52
Systems Engineer	\$180.33
Technical Management	\$199.59
Training Specialist	\$120.08
Sr. Business Analyst	\$172.20
Sr. Configuration Management Specialist	\$142.80
Sr. Database Engineer	\$223.65
Sr. GIS Specialist	\$189.37
Sr. Network Engineer	\$200.76
Sr. Programmer/Analyst	\$185.85
Sr. Public Health Specialist	\$201.87
Sr. QA/Test Specialist	\$146.24
Sr. Systems Data Architect	\$245.70
Sr. Systems Engineer	\$185.85

5. Modify Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.2 Firm Fix Price, Table 1.2k Payment Schedule to read:

Table 1.2k: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEARS 7-9 MAINTENANCE, SUPPORT, AND ENHANCEMENTS			
C5-1.	Maintenance and Support			
C5-3.1.	Monthly Year 7 maintenance and support for PRISM, TB PAM and NHDSS	Monthly	\$24,339.42	\$292,073
C5-3.1.	Monthly Year 8 maintenance and support for PRISM, TB PAM and NHDSS	Monthly	\$24,826.21	\$297,914
C5-2.	Optional			
C5-4.1.	Optional enhancements to be defined using the Change Order Process	Monthly	\$258,000	\$258,000

				(Reduced by \$100,000 from A2)
	Years 7-8 Subtotal for PRISM, TB PAM, and NHEDSS:		\$847,987	\$847,987
C6.	Monthly Year 9 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$25,571	\$306,851 (\$100,000 from line C5-4.1. moved into line C6)
C6.1	Data Migration	As requested	\$20,000	\$20,000
	Year 9 Subtotal for PRISM, TB PAM, and NHEDSS:		\$326,851	\$326,851
	GRAND TOTAL- CALENDAR YEARS 1 TO 9:		\$3,251,460	\$3,251,460

6. Modify Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.4 Future Vendor Rates, Table 1.4b, Future Vendor Rates – Enhancements to read:

Table 1.4b Future Vendor Rates – Enhancements

Position Title	SFY 2016 7/1/15-6/30/16	SFY 2017 7/1/16-6/30/17	SFY 2018 7/1/17-6/30/18	SFY 2019 7/1/18-6/30/19	SFY 2020 7/1/19-6/30/20	SFY 2021 7/1/20-6/30/21	SFY 2022 7/1/21-6/30/22	SFY 2023 7/1/22-6/30/23
Project Manager	\$206.70	\$219.10	\$232.25	\$246.18	\$260.95	\$260.95	\$260.95	\$260.95
Account Executive	\$218.36	\$231.46	\$245.35	\$260.07	\$275.67	\$275.67	\$275.67	\$275.67
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72	\$196.72
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72	\$196.72
Help Desk Specialist	\$112.36	\$119.10	\$126.25	\$133.82	\$141.85	\$141.85	\$141.85	\$141.85

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2022, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

STChealth, LLC

7/27/2022

Date

DocuSigned by:
Michael Popovich
72E4AE769EBC4BA
Name: Michael Popovich
Title: CEO

State of New Hampshire
Department of Health and Human Services

7/28/2022

Date

DocuSigned by:
Patricia M. Tilley
848FB38F58FD4C8...
Name: Patricia M. Tilley
Title: Director



Sentinel Maintenance

Attn: Katrina Hansen
Chief, Infectious Disease Surveillance Section
Bureau of Infectious Disease Control
New Hampshire Division of Public Health Services
29 Hazen Drive
Concord, NH 03301-6504

Scientific Technologies Corporation
411 South 1st Street
Phoenix, Arizona 85004
480.745.8500 phone
602.598.7712 fax
www.stchealth.com



GENERAL DESCRIPTION

This document provides a Statement of Work (SOW) that identifies the efforts required to support and sustain the STHealth Disease Surveillance products (Sentinel, TB PAM, and PRISM Integration) that comprise the New Hampshire's Electronic Disease Surveillance System (NHEDSS).

STCHEALTH DISEASE SURVEILLANCE – OVERVIEW

Sentinel is a web-based disease surveillance solution that improves the transfer of disease reports among local agencies, enhances the early detection of disease outbreaks, and uses regional data for epidemiological investigations. The application is designed to be an integral component of a statewide disease, bioterrorism, and emergency preparedness system.

Sentinel provides a series of functional features that are core to this product:

- Investigation and Case Management
- Case Assignment
- Electronic Laboratory Reporting (ELR)
- Alerts / Notifications
- Collection, Collation, and Storing of Supplemental Data
- Linking of Contacts
- NETSS Report Generation
- PHIN Case Notification Messages
- Patient De-duplication
- Case De-duplication
- Outbreak Management System (OMS) Integration
- Reporting Capabilities
- User Management
- HL7 Reporting to CDC

The **TB PAM** component of NHEDSS is a comprehensive tuberculosis case management tool that provides extended reporting and case management capabilities specific to tuberculosis cases. It conforms to the most current RVCT requirements established by the CDC.

This case management component includes data collection in the following core areas:

- Patient/client personal information
- Case reporting information
- Client assessment (includes Risk Assessment and Medical History)
- Lab and x-ray
- Medication treatment regime
- Intervention tracking
- System audit log
- Contact tracing component

PRISM (Patient Reporting Investigating Surveillance Manager) is a web-based application that contains functionality specific to sexually transmitted diseases (STDs) surveillance. This application is accessed through single-sign-on (SSO) from the Sentinel application.



The PRISM surveillance application includes key functionalities that are core to the product:

- Administration module
- Report module
- Task Lists
- HARS Import Capability
- Export Capabilities (Excel, CDC NETSS)
- Electronic Laboratory Reporting (ELR) Interface
- Comorbidity Search
- Field Records
- Investigation Details
- Linked Profiles (Contact Tracing)
- Maternal Record Types
- User Management
- Query Sentinel from PRISM

APPLICATION LICENSE USE AND CRITICAL ISSUE SUPPORT

Subject to this Scope of Work, STC grants to New Hampshire a limited license to use the software and its associated documentation. STC will provide limited application support during the license period to ensure the system is maintained to allow for possible data migration to a new Disease Surveillance System. Limited application support will include support only for bugs deemed critical for the success of the program. A critical issue, or PI is defined below:

CRITICAL ISSUE DEFINITION

Issues (incident or defect) that require an immediate effort for resolution. Any planned work is halted until the resolution of the issue has been achieved. While there are no guaranteed time frames for resolution there is a guarantee of immediate effort to resolve.

The following are some characteristics of a critical (PI) issue:

- Complete or significant loss of business-critical function to the intended use of Sentinel, TB Pam and/or PRISM.
- No workarounds are available to allow the affected business-critical functions to continue.
- The potential for data corruption or complete loss of service is time sensitive and any delay could result in catastrophic failure.

Please keep in mind the descriptions above are guidelines and do not cover every possible condition or technical situation. STC will work closely with New Hampshire to ensure the issue is understood and is accurately deemed a critical issue. STC reserves the right to make final determination on priority levels.



Historical Critical Issue Examples for Reference

Issue	Issue Explanation	Critical Rationale
HDSD-1980	A bug in the system broke the export function when 2 people ran the export at the same time	The inability to use the export function globally is a critical issue when caused by the application code
HDSD-3982	Multiple cases in NHEDSS were presenting the same CDC ID	CDC IDs are critical to NH's reporting to CDC
HDSD-5751	Critical security vulnerabilities were presented in the application code	Vulnerabilities in the application code puts the system and its data at risk

In the case of system slowness, New Hampshire will be responsible for ensuring disk space, memory and CPU are all operating at expected thresholds before submitting a ticket for STC review.

SUPPORT INCLUDES:

- Releases that address any Critical Issues within STC scope.
- Application Customer Support Services
 - Access to an automated system from reporting issues through tickets and direct communications to client support staff.
 - With standard hours of operation: Monday – Friday, 8 AM-5 PM Arizona time (excludes STC Holidays)
 - STC provides 24 hours per day, seven days per week, issue response for critical issues with the production environment. If a production ticket alert occurs for a critical issue, STC will take action within 15 minutes of the alert being triggered to begin to triage the issue and work towards resolution.
 - Ad-hoc calls when needed for critical issue discussion.
- Documentation
 - Release/patch notes
 - Documentation portal accessible by all clients
- Additional features may still be occasionally added/updated in the application at STC's sole discretion. These may include:
 - Performance enhancements
 - UX improvements
 - General improvements recommended by our quality improvement team.

Note: The standard support agreement does not include CDC mandated disease reporting updates, user-requested special reports, or a Sentinel dashboard with data analytics.



DATA MIGRATION

In the event of transition to a new Disease Surveillance System, STC will make object maps and any comments available for the purpose of supporting the transition. STC will allocate up to 20 hours of consultative/technical support for Data Migration needs as part of this contract, to include meeting time, time researching questions and time resolving issues. If additional support is needed beyond 20 hours, STC will invoice New Hampshire on a Time and Materials basis and invoice based on the schedule below. This contract does not include any additional data migration responsibilities from STC.

GSA Professional Services	State MFC Rate
Business Analyst	\$154.35
Configuration Management Specialist	\$122.85
Corporate Monitor (Oversight)	\$234.14
Data Analyst/Conversion Specialist	\$120.08
Database Engineer	\$180.33
Documentation Specialist	\$136.50
GIS Specialist	\$159.24
Graphics Specialist	\$99.94
Help Desk Specialist	\$111.30
UMS/ELR Specialist	\$186.09
Network Engineer	\$166.67
Program Manager	\$200.76
Programmer/Analyst	\$154.35
Project Manager	\$221.31
Public Health Specialist	\$158.79
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Installation and Support Engineer	\$166.67
Systems Administrator	\$132.52
Systems Engineer	\$180.33
Technical Management	\$199.59
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Sr. Business Analyst	\$172.20
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Sr. Database Engineer	\$223.65
Sr. GIS Specialist	\$189.37
Sr. Network Engineer	\$200.76
Sr. Programmer/Analyst	\$185.85
Sr. Public Health Specialist	\$201.87
Sr. QA/Test Specialist	\$146.24
Sr. Systems Data Architect	\$245.70
Sr. Systems Engineer	\$185.85



STC AND NEW HAMPSHIRE DATABASE ADMINISTRATION RESPONSIBILITIES

STC RESPONSIBILITIES INCLUDE:

- Provide updates of the Sentinel and TB PAM products via the installation process (Installation performed by STC). Prism not included in updates.
- Provide a schedule of updates and/or patches for planning purposes.
- DBA responsibilities related to performance and log file maintenance, such as engine backup jobs, index rebuilds, and execution plan updates.
- Database backups are handled via MS-SQL scheduled daily events, whereby nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will continue to be the responsibility of STC. STC will monitor the performance of this script at least weekly to ensure that usable backups are being correctly stored on the drive. NH is responsible for doing the back-up offsite.
- Any changes in backup procedures performed by STC will be communicated to the State PM via updated documentation. All costs associated with problems to restore or recover from a failure due to compromised STC backup procedures will be the responsibility of STC.

NEW HAMPSHIRE RESPONSIBILITIES INCLUDE:

- Daily backup of the servers including the application and the MS-SQL produced database backups will be the responsibility of DoIT. Any and all costs associated with problems to restore or recover from a failure due to compromised DOIT backup procedures will be the responsibility of the State of New Hampshire.
- No modifications to the application outside the updates or run any script that will update the database. STC will not be responsible should an issue arise from a modification to the application.
- Upon notification from STC of any environment changes or planned updates, the State Project Manager will notify DoIT of any updates or patches for planning purposes.
- Ensuring disk space, memory and CPU are all operating at expected thresholds

SENTINEL MAINTENANCE AND SUPPORT COST

The following table provides the Monthly price to provide the NHEDSS maintenance and support that includes Sentinel, TB PAM and the PRISM Integration. The cost is \$25,571 per month or \$306,851 per year.



TOTAL PRICING SUMMARY

Product Name	Extension Year 1 No Cloud Hosting (2022-2023)
NHEDSS (Sentinel / TB PAM / PRISM) Maintenance and Support	\$306,851
Monthly Total	\$25,571

TIMELINE

This subscription is effective July 1, 2022 through June 30, 2023.

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

Lori A. Shillette
Commissioner

Lisa M. Morris
Director

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

October 21, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, and 2020-20, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into a Sole Source amendment to an existing contract with Scientific Technologies Corporation (VC#173134-B002), Scottsdale, AZ, for COVID-19 related system enhancements to the New Hampshire Electronic Disease Surveillance System, by increasing the price limitation by \$358,000 from \$2,668,609 to \$3,024,609 effective October 20, 2020. This item is contingent upon Governor and Council approval of the corresponding requested action to extend the completion date. 100% Federal Funds.

The original contract was approved by Governor and Council on October 21, 2015; item #11, and most recently amended with Governor and Council approval on November 8, 2017, item #21.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

See attached fiscal details.

EXPLANATION

This amendment is Sole Source because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be identified as sole source. Scientific Technologies Corporation (STC) is the only Contractor that is able to provide the maintenance and support of this proprietary software.

The purpose of this amendment is to complete enhancements to the New Hampshire Electronic Disease Surveillance System to support COVID-19 case investigation and contact tracing. The Department uses this system to track the occurrence of all reportable infectious diseases in New Hampshire, including COVID-19. The Contractor will improve system functionality and the automated processing of laboratory test results that are imported into the system, resulting in prompt disease investigations. The Contractor will also improve the ability to access and export investigation data in the system. This data will be analyzed and integrated into visualization dashboards maintained by the Department to support COVID-19 situational

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

awareness and response activities. All enhancements to the system will be pursued using a standardized change order process that outlines the business requirements for the work and estimated cost for State approval prior to any work commencing.

The Department will monitor contracted services by requiring the Contractor to:

- Submit written validation of Requirements for Work for each enhancement deliverable.
- Submit written test plans and one (1) week prior to any major software release.
- Receive State acceptance of enhancement deliverables following their delivery.
- Participate in bi-weekly contract status calls with the Department.

Area served: Statewide

Source of Funds: 100% Federal Funds

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

Respectfully submitted,



Lori A. Shabinette
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

100% General Funds

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	038-500175	Technology Software	03900052	\$ 183,485	\$0	\$ 183,485
2017	038-500175	Technology Software	03900052	\$ 275,227	\$0	\$ 275,227
2018	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2019	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2020	038-500175	Technology Software	03900052	\$ 286,346	\$0	\$ 286,346
			<i>Subtotal</i>	<i>\$ 1,306,522</i>	<i>\$0</i>	<i>\$ 1,306,522</i>

05-95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT

100% Federal Funds

FAIN # U90TP000535

CFDA # 93.074

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Program Services	90027030	\$ 100,000	\$0	\$ 100,000
			<i>Sub-Total</i>	<i>\$ 100,000</i>	<i>\$0</i>	<i>\$ 100,000</i>

05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH EPIDEMIOLOGY AND LABORATORY CAPACITY

100% Federal Funds

FAIN # U50CK000427

CFDA # 93.521

FAIN # U50CK000522

CFDA # 93.323

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2017	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2018	102-500731	Contracts for Prog Svc	90183523	\$150,000	\$0	\$ 150,000
2019	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2020	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$ 50,000
2021	102-500731	Contracts for Prog Svc	90183520	\$0	\$ 100,000	\$ 100,000
			<i>Subtotal</i>	<i>\$ 350,000</i>	<i>\$100,000</i>	<i>\$ 450,000</i>

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

100% Federal Funds

FAIN # U62PS004014

CFDA # 93.944

FAIN # U52PS004684

CFDA # 93.116

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90022000	\$ 14,000	\$0	\$ 14,000
2017	102-500731	Contracts for Prog Svc	90022000	\$ 34,000	\$0	\$ 34,000

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

2018	102-500731	Contracts for Prog Svc	90022000	\$ 112,600	\$0	\$ 112,600
2019	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000
2020	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000
			Subtotal	\$ 180,600	\$	\$ 180,600

05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

100% Federal Funds

FAIN # H25PS0049339CFDA # 93.977FAIN # U62PS003655CFDA # 93.940

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90025000	\$31,400	\$0	\$31,400
	102-500731	Contracts for Prog Svc	90024000	\$13,600	\$0	\$13,600
		SFY 16 Subtotal		\$45,000	\$0	\$45,000
2017	102-500731	Contracts for Prog Svc	90025000	\$21,500	\$0	\$21,500
	102-500731	Contracts for Prog Svc	90024000	\$0	\$0	\$0
		SFY 17 Subtotal		\$21,500	\$0	\$21,500
2018	102-500731	Contracts for Prog Svc	90025000	\$7,500	\$0	\$7,500
	102-500731	Contracts for Prog Svc	90024000	\$10,000	\$0	\$10,000
		SFY 18 Subtotal		\$17,500	\$0	\$17,500
2019	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$30,500	\$0	\$30,500
		SFY 19 Subtotal		\$30,500	\$0	\$30,500
2020	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$25,000	\$0	\$25,000
		SFY 20 Subtotal		\$25,000	\$0	\$25,000
2021	102-500731	Contracts for Prog Svc	90025000	\$0	\$26,000	\$26,000
	102-500731	Contracts for Prog Svc	90024000	\$0	\$7,000	\$7,000
		SFY 21 Subtotal		\$0	\$33,000	\$33,000
2022	102-500731	Contracts for Prog Svc	90025000	\$0	\$18,000	\$18,000
	102-500731	Contracts for Prog Svc	90024000	\$0	\$7,000	\$7,000
		SFY 22 Subtotal		\$0	\$25,000	\$25,000
		Subtotal		\$139,500	\$58,000	\$197,500

05-95-90-902510-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND

100% Federal Funds

FAIN # NU50CK000522CFDA # 93.323

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2021	102-500731	Contracts for Prog Svc	90183518	\$0	\$200,000	\$200,000
		Subtotal		\$0	\$200,000	\$200,000

01-03-03-030010-7695000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY

2021	038-500175	Technology Software	3800052	\$292,073	\$0	\$292,073
		SFY 21 Subtotal		\$292,073	\$0	\$292,073
2022	038-500175	Technology Software	3800052	\$297,914	\$0	\$297,914
		SFY 22 Subtotal		\$297,914	\$0	\$297,914
		Subtotal		\$589,987	\$0	\$589,987

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

	TOTAL	\$2,686,609	\$358,000	\$3,024,609
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Sibilto
Commissioner

Lisa M. Morris
Director

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

October 5, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive Sole Source** amendment to an existing contract with Scientific Technologies Corporation (VC#173134-B002), Scottsdale, AZ, for technical development, support, and services of the New Hampshire Electronic Disease Surveillance System (NHEDSS), by exercising a renewal option by extending the completion date from June 30, 2020, to June 30, 2022, and by increasing the price limitation by \$589,987 from \$2,076,622 to \$2,666,609, effective retroactive to June 30, 2020, upon Governor and Council approval. 50% Federal Funds and 50% General Funds.

The original contract was approved by Governor and Council on October 21, 2015, item #11 and most recently amended with Governor and Council approval on November 8, 2017, item #(21). The Department has submitted a request to Governor Sununu to approve the addition of \$358,000 to support system enhancements to the Electronic Disease Surveillance System related to COVID-19.

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, 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.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the Contractor accepting the terms of the agreement. The Department initiated the amendment process with the Contractor in March 2020. However, the Department required additional time to negotiate a reduced rate with the Contractor more favorable to the State; the resulting rate was not finalized until August 2020.

This request is **Sole Source** because the contract was originally approved as sole source and MOP 150 requires any subsequent amendments to be identified as sole source. Scientific Technologies Corporation (STC) is the only vendor that is able to provide the maintenance and support of this proprietary software.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

The purpose of this request is for the Contractor to continue to provide New Hampshire Electronic Disease Surveillance System maintenance and support. The electronic system and the associated modules, STD Patient Reporting Investigation Management System (PRISM), and Tuberculosis Program Area Module (TB PAM), are used to investigate and track reportable diseases. The Department uses this electronic system to investigate and track more than 10,000 infectious diseases each year. This electronic system gives the Department capacity to detect outbreaks of infectious diseases, to respond in a timely manner to control their spread, and to report these data to the Centers for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response.

The Contractor will continue to provide annual support and maintenance, including Help Desk Support, bug fixes, patches, and software updates. In addition, the Contractor will enhance system functionality as requested by the Department to adjust for changing disease reporting needs. The system and these enhancements will improve the Department's ability to control the spread of infectious diseases in New Hampshire.

The Department will monitor contracted services by requiring the Contractor to:

- Submit written validation of Requirements for Work for each enhancement deliverable.
- Submit written test plans and one (1) week prior to any major software release.
- Receive State acceptance of enhancement deliverables following their delivery.
- Participate in bi-weekly contract status calls with the Department.

As referenced in Agreement Part 2, Exhibit C, Special Provisions of the original contract, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval. The Department is exercising its option to renew services for two (2) of the five (5) years available.

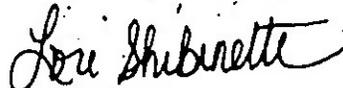
Should the Governor and Council not authorize this request, the Department will not have continued support of these electronic surveillance systems that are critical to responding timely to infectious diseases, including new outbreaks or other public health threats in accordance with RSA 141-C.

Area served: Statewide

Source of Funds: 50% Federal Funds and 50% General Funds.

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

Respectfully submitted,



Lori A. Shibinette
Commissioner



Dennis Goulet

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve optimal health and well-being.

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

100% General Funds

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	038-500175	Technology Software	03900052	\$183,485	\$0	\$183,485
2017	038-500175	Technology Software	03900052	\$275,227	\$0	\$275,227
2018	038-500175	Technology Software	03900052	\$280,732	\$0	\$280,732
2019	038-500175	Technology Software	03900052	\$280,732	\$0	\$280,732
2020	038-500175	Technology Software	03900052	\$288,346	\$0	\$288,346
			<i>Subtotal</i>	<i>\$1,308,522</i>	<i>\$0</i>	<i>\$1,308,522</i>

05-95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT

100% Federal Funds

FAIN # U90TP000535 CFDA # 93.074

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90027030	\$100,000	\$0	\$100,000
			<i>Sub-Total</i>	<i>\$100,000</i>	<i>\$0</i>	<i>\$100,000</i>

05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH EPIDEMIOLOGY AND LABORATORY CAPACITY

100% Federal Funds

FAIN # U50CK000427 CFDA # 93.521
 FAIN # U50CK000522 CFDA # 93.323

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2017	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2018	102-500731	Contracts for Prog Svc	90183523	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
2020	102-500731	Contracts for Prog Svc	90183523	\$50,000	\$0	\$50,000
			<i>Subtotal</i>	<i>\$350,000</i>	<i>\$0</i>	<i>\$350,000</i>

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

100% Federal Funds

FAIN # U62PS004014 CFDA # 93.944
 FAIN # U52PS004684 CFDA # 93.116

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90022000	\$14,000	\$0	\$14,000
2017	102-500731	Contracts for Prog Svc	90022000	\$34,000	\$0	\$34,000
2018	102-500731	Contracts for Prog Svc	90022000	\$112,600	\$0	\$112,600
2019	102-500731	Contracts for Prog Svc	90022000	\$10,000	\$0	\$10,000

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

2020	102-500731	Contracts for Prog Svc	90022000	\$10,000	\$0	\$10,000
			<i>Subtotal</i>	<i>\$180,600</i>	<i>\$0</i>	<i>\$180,600</i>

05-95-90-902510-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

100% Federal Funds

FAIN # H25PS0049339 CFDA # 93.977
 FAIN # U62PS003655 CFDA # 93.940

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90025000	\$31,400	\$0	\$31,400
	102-500731	Contracts for Prog Svc	90024000	\$13,600	\$0	\$13,600
		SFY 16 Subtotal		\$45,000	\$0	\$45,000
2017	102-500731	Contracts for Prog Svc	90025000	\$21,500	\$0	\$21,500
	102-500731	Contracts for Prog Svc	90024000	\$0	\$0	\$0
		SFY 17 Subtotal		\$21,500	\$0	\$21,500
2018	102-500731	Contracts for Prog Svc	90025000	\$7,500	\$0	\$7,500
	102-500731	Contracts for Prog Svc	90024000	\$10,000	\$0	\$10,000
		SFY 18 Subtotal		\$17,500	\$0	\$17,500
2019	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$30,500	\$0	\$30,500
		SFY 19 Subtotal		\$30,500	\$0	\$30,500
2020	102-500731	Contracts for Prog Svc	90025000	\$0	\$0	\$0
	102-500731	Contracts for Prog Svc	90024000	\$25,000	\$0	\$25,000
		SFY 20 Subtotal		\$25,000	\$0	\$25,000
		<i>Subtotal</i>		<i>\$139,500</i>	<i>\$0</i>	<i>\$139,500</i>

05-95-90-902510-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, ELC CARES COVID-19

100% Federal Funds

FAIN # NU50CK000522 CFDA # 93.323

01-03-03-030010-7695000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY

2021	038-500175	Technology Software	3800052	\$0	\$292,073	\$292,073
		SFY 21 Subtotal		\$0	\$292,073	\$292,073
2022	038-500175	Technology Software	3800052	\$0	\$297,914	\$297,914
		SFY 22 Subtotal		\$0	\$297,914	\$297,914
		<i>Subtotal</i>		<i>\$0</i>	<i>\$589,987</i>	<i>\$589,987</i>
		TOTAL		\$2,076,622	\$589,987	\$2,666,609



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

October 28, 2020

Lori A. Shabinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a Retroactive Sole Source contract amendment with Scientific Technologies Corporation, of Scottsdale, AZ as described below and referenced as DoIT No. 2015-063B.

The purpose of this amendment is to continue the maintenance, support and enhancement of the existing disease surveillance system, known as the New Hampshire Electronic Disease Surveillance System. This system is used to manage the investigation and response to more than 8,000 infectious disease reports that are reported each year in New Hampshire under RSA 141-C. This system is critical to the state's capacity to monitor and control the spread of infectious diseases, detect outbreaks of infectious diseases, to respond in a timely manner to control their spread, and to report these data to the Center for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response.

The funding amount for this amendment is \$589,987, increasing the current contract from \$2,076,622 to \$2,666,609 and by extending the completion date to June 30, 2022 from the original completion date of June 30, 2020. This amendment shall become effective retroactive to June 30, 2020, upon Governor and Executive Council approval through June 30, 2022.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/kaf
DoIT #2015-063B
RID: 53248
cc: Michael Williams, IT Manager, DoIT

**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 to the
NH Electronic Disease Surveillance System Contract**

This 2nd Amendment to the NH Electronic Disease Surveillance System contract (hereinafter referred to as "Amendment #2") between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "Department") and Scientific Technologies Corporation, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 411 South 1st Street, Phoenix, Arizona 85004.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2015, (Item #11), as amended on November 8, 2017, (Item #21), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Contract Agreement – Part 1, Section 18, General Terms and Conditions, Subsection 18.8, Amendment and Contract Agreement - Part 2, Exhibit C, Special Provisions, Section 3 Extensions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Contract Agreement – Part 1, Block 1.7, Completion Date, to read:
June 30, 2022.
2. Contract Agreement- Part 1, Block 1.8, Price Limitation, to read:
\$3,024,609.
3. Contract Agreement –Part 1, Block 1.9, Contracting Officer for State Agency, to read:
Nathan D. White, Director.
4. Contract Agreement – Part 1, Block 1.10, State Agency Telephone Number, to read:
603-271-9831.
5. Add Contract Agreement-Part 2, Exhibit A Deliverables, Section 2 Deliverable Schedule, Table 2.1k to read:

Table 2.1k Implementation Schedule –Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEARS 7-8 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
C6-1.	Maintenance and Support		
C6-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEOSS	Software	Quarterly
C6-2.	Optional		
C6-2.1.	Optional enhancements to be defined using the Change Order Process	Software	6/30/2022



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**

6. Modify Contract Agreement – Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.2, to read:

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling the contract price limitation in Contract Agreement – Part 1, Block 1.8, Price Limitation for the period between Date of Governor and Executive Council approval through the date specified in Contract Agreement – Part 1, Block 1.7, Contract Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the state for the activities in the following tables.

7. Add Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.2 Firm Fix Price, Table 1.2k Payment Schedule to read:

Table 1.2k: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEARS 7-8 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C5-1.	Maintenance and Support			
C5-3.1.	Monthly Year 7 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$24,339.42	\$292,073
C5-3.1.	Monthly Year 8 maintenance and support for PRISM, TB PAM and NHEDSS	Monthly	\$24,826.21	\$297,914
C5-2.	Optional			
C5-4.1.	Optional enhancements to be defined using the Change Order Process	06/30/2022	\$358,000	\$358,000
	Years 7-8 Subtotal for PRISM, TB PAM, and NHEDSS:		\$947,987	\$947,987
	GRAND TOTAL- CALENDAR YEARS 1 TO 8:		\$3,024,609	\$3,024,609

8. Modify Contract Agreement-Part 2, Exhibit B, Section 1, Payment Schedule, Subsection 1.3, Enhancement Pricing Summary, by deleting Table 1.3: Enhancement Pricing Summary Table in its entirety and replacing with the following:

Table 1.3: Enhancement Pricing Summary Table

	PRISM	TB PAM	NHEOSS	TOTAL
SFY 1 (2016)	\$37,200	\$14,000	\$80,400	\$131,600
SFY 2 (2016)	\$21,800	\$34,000	\$94,600	\$150,400



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**

SFY 3 (2017)	\$20,000	\$15,000	\$50,000	\$85,000
SFY 3 (2017) (Amendment #1)	\$0	\$0	\$97,600	\$97,600
SFY- 4 (2018)	\$15,000	\$10,000	\$50,000	\$75,000
SFY 4 (2018) (Amendment #1)	\$0	\$0	\$115,500	\$115,500
SFY 5 (2019) (Amendment #1)	\$15,000	\$5,000	\$50,000	\$70,000
SFY 6 (2020) (Amendment #1)	\$15,000	\$5,000	\$25,000	\$45,000
SFY 7 (2021) (Amendment #2)	\$33,000	\$0	\$300,000	\$333,000
SFY 8 (2022) (Amendment #2)	\$25,000	\$0	\$0	\$25,000
TOTAL:	\$182,000	\$83,000	\$863,100	\$1,128,100

9. Modify Contract Agreement-Part 2, Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.4 Future Vendor Rates, Table 1.4b, Future Vendor Rates – Enhancements to read:

Table 1.4b Future Vendor Rates – Enhancements

Position Title	SFY 2016 7/1/16- 6/30/16	SFY 2017 7/1/16- 6/30/17	SFY 2018 7/1/17- 6/30/18	SFY 2018 7/1/18- 6/30/19	SFY 2020 7/1/19- 6/30/20	SFY 2021 7/1/20- 6/30/21	SFY 2022 7/1/21- 6/30/22
Project Manager	\$206.70	\$219.10	\$232.25	\$246.18	\$260.95	\$260.95	\$260.95
Account Executive	\$218.36	\$231.46	\$245.35	\$260.07	\$275.67	\$275.67	\$275.67
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72
Developer	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72	\$196.72	\$196.72

**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**



Help Desk Specialist	\$112.38	\$119.10	\$126.25	\$133.82	\$141.85	\$141.85	\$141.85
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10. Modify Contract Agreement – Part 2, Exhibit B, Price and Payment Schedule, Section 2 Contract price, to read:

2. 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 contract price limitation in Contract Agreement – Part 1, 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 State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

- 11. Modify Contract Agreement – Part 3, Exhibit O, Special Exhibits, Attachments and Certificates, Section 1, by adding Exhibit K, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.
- 12. Add Attachment #8: Statement of Work Amendment #2, which is attached hereto and incorporated by reference herein.

**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**



All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be retroactively effective to July 1, 2020 upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

8/20/2020
Date

Lon Shubert
Name: Lon Shubert
Title: Commissioner

Scientific Technologies Corporation

8/19/2020
Date

Michael L. Popovich
Name:
Title: CEO

**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System Contract**



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

OFFICE OF THE ATTORNEY GENERAL

08/26/20

Date

Catherine Pinos

Name: Catherine Pinos, Attorney
Title:

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.).

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

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

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

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- 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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Attachment #6, Statement of Work Amendment #2



**STChealth's
Sentinel Service Level Agreement**

Version 1.0
May 22, 2020

STChealth
411 South 1st Street
Phoenix, AZ 85004
480.745.8500 phone
602.598.7712 fax
www.stchealth.com



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PERFORMANCE STANDARDS / SERVICE LEVEL AGREEMENT (SLA)

STRUCTURE AND DOCUMENT PURPOSE

This document outlines STChealth's Public Health Sentinel Package Service Level Agreement between STC and the Client, State of New Hampshire Division of Public Health Services: Infectious Disease Surveillance. The purpose of the document is to ensure the client and STC are clear on services needed to ensure Sentinel remains operational with minimal interruption of workflow functionality. The structure of this document incorporates the following key sections:

- Document review process, version controls
- Instance Definitions
- Issue commitment and process
- Service Desk and communication process
- Process for new features and functionality

DOCUMENT REVIEW PROCESS, VERSION CONTROLS

Version Control

Version	Date	Change	By
1.0	3-13-2020	STChealth's Public Health Sentinel Package added additional sections, additional clarity on service descriptions based on client feedback	Kristina Crane and Tiffany Deni

Review Process

STC and the client will review the SLA on an annual basis. Contents of this document may be amended as required, provided mutual agreement in writing is obtained from the parties. STC will update its service level offering document based on the agreed upon changes and deliver the updated document once all mutual agreements and approvals have been obtained as required.



Associated Release Process

The maintenance and support offering includes defect resolution (based on process described), troubleshooting, and software updates for the feature sets subscribed to by the client, The New Hampshire Division of Public Health Services Program.

Product Releases

- STC will submit at least one release annually to its Public Health Sentinel Package. Additional updates will be provided on a periodic and scheduled basis to address mutually agreed upon issues and/or enhancements throughout the contract period.
- Product-driven backlog
 - Visibility of helpdesk tickets logged by other consortium members will be made available.

Process for Application Related Issues or Questions

Clients who have access to Sentinel will have access to a self-help and issue tracking system through the STC Service Desk. This access will allow client-level users to submit issues or suggested improvements and view submitted issues by other Sentinel clients. The Service Desk will work on non-critical issues and questions as they come and will provide monthly consortium level calls to help with prioritization of tickets. Ad-hoc calls can be scheduled regarding a specific ticket or issue. Regarding application related issues, STC will work in collaboration to determine the next steps in addressing needed feature changes (see definition below) to ensure designed functionality.

Defects and Feature Requests are defined as:

- Defects (Non-Critical) - A problem with the functionality of the product, where the system is not functioning as intended. This results in a work around or a solution by a code fix in a patch or release.
- Incident (Non-Critical) - A problem with the system instance that causes an unplanned interruption to service. This results in a work around or a solution by an operational fix.
- Feature Request - A request to add new functionality to the existing system or edit an existing functionality to perform functions with a new method or obtain new results.

Because of the nature of the software, it is not always clear when reporting an issue, whether it is a Defect, Incident or Feature Request. STC reserves the right to move tickets as appropriate after initial discovery has been completed and the root cause established. For example, a Defect may be moved to an Incident or Feature Request if it deviates from the Scope of Work once the ticket has been assessed. Any issue logged by New Hampshire whose status gets changed by STC after our assessment will be communicated to New Hampshire through the ticket.



Items deemed to be an incident are the sole responsibility of the client infrastructure team as STHealth is not responsible for the hosting of the Sentinel application at this time.

Critical Issue definition:

Issues (incident or defect) that require an immediate effort for resolution. Any planned work is halted until the resolution of the issue has been achieved. While there are no guaranteed time frames for resolution there is a guarantee of immediate effort to resolve. The following are some characteristics of a Critical Issue:

- Complete or significant loss of function in business critical production systems.
- No workarounds are available to allow business to continue.
- The potential for data corruption or complete loss of service is time sensitive and any delay could result in catastrophic failure.

STC reserves the right to move or change the priority of a Non-Critical issue (Defect, Incident or Feature Request) resulting from a Critical Issue incident or defect.

Response Times & Process for Production Critical Issues (Incident or Defect)

Production Instance

- STC Operations provides 24 hours per day, seven days per week, incident response for critical issues with the Production Instance. If a ticket is created for a Critical Issue, STC will take action within an hour of ticket creation to begin to triage the issue and work towards restoring the system.
- STC application support requires access to the NHEDSS VPN at all times.
- Critical Incidents or Defects: STC will provide the Client Program a written summary of work done and work planned, in the STC Service Desk ticket within 24 hours of ticket creation. Thereafter, updates will be communicated in the ticket as they are available or once every 24 hours (Monday - Friday).

Response Times and Process for incidents and defects that are not a defined critical issue and for non-production instances

- STC will send a confirmation of "message received" within 1 hour for all requests submitted to the STC Service Desk.
- STC will submit an initial response within 5 business days with either clarifying questions or with the answer and next course of action.
- Non-production instance issues will be reviewed during normal STC business hours.



Customer Success

Support Included:

Application Support Level 1 - 3 - Included

Scope & Purpose:

- Provide program staff level contact support for a variety of technical issues; identifies, researches, replicates and attempts to resolve application problems
- Provide an analysis of reported issues to resolve software bugs, deployment errors or assist with product enhancements
- Provide disease surveillance program staff level contact support for a variety of technical issues; identifies, researches, replicates and attempts to resolve technical problems
- Assist with the identification and/or creation of feasible workaround procedures when standard procedures for issues do not provide resolution
- Collaborate with development teams as a client advocate to ensure escalated issues are properly addressed
- Assist with gathering requirements and defining scope for internal change requests to improve the software
- Attend and collaborate with client level contacts in scheduled meetings to address current issues or aid in the implementation of new and updated application functionality
- Provide resolution at a code or data level of reported software bugs, deployment errors or to assist with the delivery of product enhancements
- Develop technical solutions for software bugs when workarounds are not feasible or do not exist

Third Party Tools and Systems

This Agreement does not cover problems associated with conflicts, viruses, or any other problem associated with third party programs that work with STC's products nor does it cover installation or implementation of the Updates provided to the Licensee by STC.

New Enhancements and Changes to Sentinel Functionality

For new enhancements and changes to Sentinel functionality, including new third party integrations, the following process will occur:

- STC shall work in conjunction with the New Hampshire Division of Public Health Services to gather and document the requirements for enhancement requests.



- STC will review, verify and validate change order requests from the Client Program on an ongoing basis. STC will provide feedback, schedule and cost estimates on each submitted change request within 45 days of the submission of the change request.
- STC shall share new prototypes with the New Hampshire Division of Public Health Services and the Consortium during the design and development process for end user feedback.
- Once the new scope is clearly defined an amendment to the current contract will be created and terms agreed upon.
- All enhancements pursued are built based on best practices and needs of all clients collectively. Essentially, we take each request on a case by case scenario and those that are pursued are completed in the best interest of the product for all users.

21 mac



Jeffrey A. Meyers
Commissioner

Lisa M. Morris
Director

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

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

September 28, 2017

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend a sole source agreement with Scientific Technologies Corporation (Vendor #173134-B002), 8444 N. 90th St., Suite 100, Scottsdale, AZ 85258, for technical development, support and services of the New Hampshire Electronic Disease Surveillance System (NHEDSS), Patient Reporting Investigating Surveillance Manager module, and Tuberculosis Program Area Module, by increasing the price limitation by \$213,100 from \$1,863,522 to an amount not to exceed \$2,076,622 and increasing the scope by adding significant enhancements for reporting and integration for case management, with no change to the completion date of June 30, 2020, effective upon date of Governor and Executive Council approval. The source of the additional funding is 100% Federal Funds.

Funding to support this request is available in the following accounts in State Fiscal Years 2018 and 2019, and are anticipated to be available in State Fiscal Year 2020 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between State Fiscal Years, through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

See attachment for financial details

EXPLANATION

This request is sole source because no other vendor is able to provide the maintenance and support of this proprietary software. Scientific Technologies Corporation will continue work within the New Hampshire Department of Information Technology's virtual environment in order to support, develop new functionality, and system enhancements of the New Hampshire Electronic Disease Surveillance System (NHEDSS) and two (2) associated modules.

Funds in this amendment will be used to develop a web portal for healthcare providers to be able to report cases of reportable infectious diseases; to improve how cases and contacts are linked in the system; to add functionality for viewing case notes so investigators can more easily identify trends in data not captured in other areas of the system; and to add functionality so that cases of sexually transmitted diseases (STD), human immunodeficiency virus (HIV), and tuberculosis (TB) can be managed in the NHEDSS system rather than separate systems or modules.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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The NHEDSS and associated modules (Patient Reporting Investigating Surveillance Manager module and Tuberculosis Program Area Module) are used to investigate and track reportable infectious diseases. The Department uses this electronic system to investigate and track more than 10,000 infectious diseases each year. This electronic system gives the Department capacity to detect outbreaks of infectious diseases, to respond in a timely manner to control their spread, and to report these data to the Centers for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response. After a loss of federal funding for the maintenance of this software, and in recognition of the mission-critical work the system supports, general funds have been used to support the maintenance of this software since 2012. Federal funds were awarded specifically to support only the software enhancement work.

Under this agreement, Scientific Technologies Corporation will provide annual support and maintenance, including Help Desk support, bug fixes, patches, and software updates. In addition, system functionality will be enhanced to receive and send automated data; apply statistics and algorithms to detect outbreaks and clusters of infectious disease; and allow creation of customized forms for more efficient outbreak investigation and response. These enhancements, along with others, will improve the Department's ability to control the spread of infectious diseases in New Hampshire.

Since 2005, the Department has worked with Scientific Technologies Corporation on the development and enhancement of the New Hampshire Electronic Disease Surveillance System. In 2013, the Department contracted with Scientific Technologies Corporation to implement the Patient Reporting Investigation Management System Module and integrate it with the New Hampshire Electronic Disease Surveillance System product. The New Hampshire Electronic Disease Surveillance System; Tuberculosis Program Area Module; and Patient Reporting Investigating Surveillance Manager module are currently hosted within the Department of Information Technology data center in the virtual environment.

As referenced in Contract 2015-068, Agreement Part 2, Exhibit C, Special Provisions, this Agreement has the option to extend for five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following deliverables will be used to measure the effectiveness of the agreement.

1. Delivery of the Project Plans to the State within (ten business days) of procurement.
2. Completed maintenance and support of the New Hampshire Electronic Disease Surveillance System (NHEDSS) and associated modules: Patient Reporting Investigation Management System Module (PRISM) and Tuberculosis Program Area Module (TB PAM) in calendar years one (1) – six (6).
3. Provision of support services within the established Scientific Technologies Corporation service level agreement.
4. Written validation of Requirements for Work for each enhancement deliverable.
5. Written test plans and scripts provided by Scientific Technologies Corporation one week prior to any major software release.
6. State acceptance of enhancement deliverables following their delivery.
7. STC coordination and participation in bi-weekly contract status calls.

Scientific Technologies Corporation is currently meeting or exceeding the deliverables outlined. In addition to the planned work for the remaining years in the contract, Scientific Technologies Corporation is prepared to deliver on enhancements to be paid for with these additional funds within the appropriate timeframe.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3

Should the Governor and Executive Council not authorize this request, the Department will have to return \$213,100 in federal money that has been approved for surveillance system enhancements. The enhancements planned will increase surveillance system efficiencies and improve the ease for which cases can be tracked, linked, and reported to federal partners. Overall, these improvements will lead to more timely and accurate infectious disease case investigations in accordance with RSA 141-C.

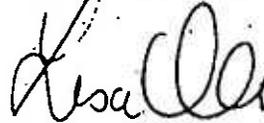
Area served: Statewide.

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

For account # 05-095-090-90026001-51700000, the CFDA# is 93.944 and the FAIN # is U62PS004014.

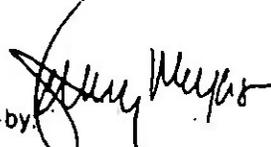
For account # 05-095-090-901832523-18350000, the CFDA# is 93.521 and the FAIN# is U50CK000427.

Respectfully submitted,



Lisa M. Morris
Director

Approved by:



Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

100% General Funds

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	038-500175	Technology Software	03900052	\$ 183,485	\$0	\$ 183,485
2017	038-500175	Technology Software	03900052	\$ 275,227	\$0	\$ 275,227
2018	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2019	038-500175	Technology Software	03900052	\$ 280,732	\$0	\$ 280,732
2020	038-500175	Technology Software	03900052	\$ 286,346	\$0	\$ 286,346
			<i>Subtotal</i>	<i>\$ 1,306,522</i>	<i>\$0</i>	<i>\$ 1,306,522</i>

05-95-90-902510-5084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT

100% Federal Funds

FAIN # U90TP000535

CFDA # 93.074

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Program Services	90027030	\$ 100,000	\$0	\$ 100,000
			<i>Sub-Total</i>	<i>\$ 100,000</i>	<i>\$0</i>	<i>\$ 100,000</i>

05-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH EPIDEMIOLOGY AND LABORATORY CAPACITY

100% Federal Funds

FAIN # U50CK000427

CFDA # 93.521

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90183523	\$ 50,000	\$0	\$ 50,000
2017	102-500731	Contracts for Prog Svc	90183523	\$ 50,000	\$0	\$ 50,000
2018	102-500731	Contracts for Prog Svc	90183523	\$ 50,000	\$ 100,000	\$ 150,000
2019	102-500731	Contracts for Prog Svc	90183523	\$ 50,000	\$0	\$ 50,000
2020	102-500731	Contracts for Prog Svc	90183523	\$ 50,000	\$0	\$ 50,000
			<i>Subtotal</i>	<i>\$ 250,000</i>	<i>\$ 100,000</i>	<i>\$ 350,000</i>

05-95-90-902510-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

100% Federal Funds

FAIN # U62PS004014

CFDA # 93.944

FAIN # U52PS004684

CFDA # 93.116

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90022000	\$ 14,000	\$0	\$ 14,000
2017	102-500731	Contracts for Prog Svc	90022000	\$ 34,000	\$0	\$ 34,000
2018	102-500731	Contracts for Prog Svc	90022000	\$ 15,000	\$ -	\$ 15,000
2018	102-500731	Contracts for Prog Svc	90026001	\$ -	\$ 97,600	\$ 97,600
2019	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000
2020	102-500731	Contracts for Prog Svc	90022000	\$ 10,000	\$0	\$ 10,000

FINANCIAL DETAIL ATTACHMENT SHEET

NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module

		Subtotal	\$ 83,000	\$ 97,600	\$ 180,600
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05-95-90-902510-7538 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

100% Federal Funds

FAIN # H25PS0049339 CFDA # 93.977
 FAIN # U62PS003655 CFDA # 93.940

SFY	Class / Account	Class Title	Job Number	Current Budget	Increase/ (Decrease)	Modified Budget
2016	102-500731	Contracts for Prog Svc	90025000	\$ 31,400	\$0	\$ 31,400
	102-500731	Contracts for Prog Svc	90024000	\$ 13,600	\$0	\$ 13,600
		SFY 16 Subtotal		\$ 45,000	\$0	\$ 45,000
2017	102-500731	Contracts for Prog Svc	90025000	\$ 21,500	\$0	\$ 21,500
	102-500731	Contracts for Prog Svc	90024000	\$ -	\$0	\$ -
		SFY 17 Subtotal		\$ 21,500	\$0	\$ 21,500
2018	102-500731	Contracts for Prog Svc	90025000	\$ 12,500	(\$5,000)	\$ 7,500
	102-500731	Contracts for Prog Svc	90024000	\$ 5,000	\$ 5,000	\$ 10,000
		SFY 18 Subtotal		\$ 17,500	\$0	\$ 17,500
2019	102-500731	Contracts for Prog Svc	90025000	\$ 10,000	(\$10,000)	\$ -
	102-500731	Contracts for Prog Svc	90024000	\$ 5,000	\$ 25,500	\$ 30,500
		SFY 19 Subtotal		\$ 15,000	\$ 15,500	\$ 30,500
2020	102-500731	Contracts for Prog Svc	90025000	\$ 15,000	(\$15,000)	\$ -
	102-500731	Contracts for Prog Svc	90024000	\$ 10,000	\$ 15,000	\$ 25,000
		SFY 20 Subtotal		\$ 25,000	\$0	\$ 25,000
			Subtotal	\$ 124,000	\$ 15,500	\$ 139,500
			TOTAL	\$ 1,863,522	\$ 213,100	\$ 2,076,622



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/doi

Denis Goulet
Commissioner

October 2, 2017

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

Dear Commissioner Meyers:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract amendment with Scientific Technologies Corporation (STC) of Scottsdale, AZ as described below and referenced as DoIT No. 2015-063A.

The purpose of this request is to enter into a sole source contract amendment with Scientific Technologies Corporation to continue to provide maintenance, support, and technical development work of the existing NH Electronic Disease Surveillance System (NHEDSS) and Tuberculosis Program Area Module (TB PAM), which are STC-licensed products, and Patient Reporting Investigation Surveillance Manager (PRISM) module, which is no-cost software integrated into the NHEDSS system.

The funding amount for this amendment is \$213,100.00, increasing the current contract from \$1,863,522.00 to an amount not to exceed \$2,076,622.00. The contract shall become effective upon Governor and Council approval through June 30, 2020.

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

Sincerely,

Assurance Cuddy
for Denis Goulet

DG/kaf
DoIT #2015-063A

cc: Bruce Smith, IT Manager, DoIT



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the
New Hampshire Electronic Disease Surveillance System Contract**

This 1st Amendment to the New Hampshire Electronic Disease Surveillance System contract (hereinafter referred to as "Amendment #1") dated this 25th day of August, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Scientific Technologies Corporation, (hereinafter referred to as "the Contractor"), a corporation with a place of business at 8444 N. 90th St., Suite 100, Scottsdale, AZ 85258.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on October 21, 2016, Item #1.1, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract by written agreement of the parties; and

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

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

1. Amend Contract Agreement-Part 1, Block 1.8, to increase the Price Limitation by \$213,100 from \$1,863,522 to read \$2,076,622.
2. Amend Contract Agreement-Part 1, Block 1.9, to read Jonathan V. Gallo, Esq., Interim Director of Contracts and Procurement.
3. Amend Contract Agreement-Part 1, Block 1.10 to read 603-271-9246.
4. Amend the Contract Agreement-Part 2, Exhibit A, Section 2, Deliverables Schedule, by adding Table 2.1h, Implementation Schedule – Amendment #1 Deliverables as follows:

Table 2.1h - Implementation Schedule –Amendment #1 Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	NHEOSS CALENDAR YEAR 3 and 4 AMENDMENT #1 ENHANCEMENTS		
CA-1	Project Management		
CA-1.1	Conduct Project Kickoff Meeting	Non-software	Pending G & C approval
CA-1.2	Project master work plan, including milestones/deliverables	Written	10 days after G & C approval



New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System

CA-1.3	Validation of Requirements with signed CRs for Contract Amendment Work for November 2017 release (physician web reporting, case linkage enhancements, and notes export/view functionality improvement)	Written	2 weeks after G&C approval
CA-1.4	Validation of Requirements with signed CRs for Contract Amendment Work for May 2018 release (integration of STD/HIV/TB case management work)	Written	1/15/2018
CA-1.5	Design Documentation for Contract Amendment for November 2017 release	Written	11/8/2017
CA-1.6	Design Documentation for Contract Amendment for May 2018 release	Written	1/15/2018
CA-1.7	Written status reports, meetings and updates to project plan	Non-software	Bi-Weekly
CA-2	System Software		
CA-2.1	System walk through and review of adding physician web reporting, case linkage enhancements, and export/view notes functionality improvements for the contract amendment component of the November 2017 release	Software	11/30/2017
CA-2.2	System walk through and review of adding STD/HIV/TB case management integration changes for the contract amendment component of the May 2018	Software	4/30/2018
CA-2.3	System ready for review and user testing for contract amendment component of the November 2017 release	Software	11/30/2017
CA-2.4	System ready for review and user testing for the contract amendment component of the May 2018 release	Software	04/30/2018
CA-3	User Acceptance Test (UAT)		
CA-3.1	Test plan and scripts provided by STC for the contract amendment component of the November 2017 release	Written	11/30/2017
CA-3.2	State test functionality and provide UAT written feedback for the contract amendment component of the November 2017 release	Non-software	12/1/2017 to 12/10/2017
CA-3.3	Support State during UAT/ Share ALL Testing Results with Project Team for the contract amendment component of the November 2017 release	Non-software	12/1/2017 to 12/10/2017
CA-3.4	State Acceptance of System (after UAT) for adding physician web reporting for contract amendment component of the November 2017 release	Written	12/31/2017
CA-3.5	State Acceptance of System (after UAT) for case linkage enhancements for contract amendment component of the November 2017 release	Written	12/31/2017
CA-3.6	State Acceptance of System (after UAT) for export/view notes functionality improvement for contract amendment component of the November	Written	12/31/2017



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System**

	2017 release		
CA-3.7	Test plan and scripts provided by STC for the contract amendment component of the May 2018 release	Written	05/31/2018
CA-3.8	State test functionality and provide UAT written feedback for the contract amendment component of the May 2018 release	Non-software	6/1/2018 to 6/30/2018
CA-3.9	Support State during UAT/ Share ALL Testing Results with Project Team for the contract amendment component of the May 2018 release	Non-software	6/1/2018 to 6/30/2018
CA-3.10	State Acceptance of System (after UAT) for enhancements to integrating STD/HIV/TB case management into NHEDSS for the contract amendment component of the May 2018 release	Written	6/30/2018
CA-4	Training		
CA-4.1	Demo of new system functionality for contract amendment component of the November 2017 release	Non-software	11/30/2017
CA-4.2	Demo of new system functionality for contract amendment component of the May 2018 release	Non-software	4/30/2018
CA-5	Deployment		
CA-5.1	User operation manual for contract amendment component of the November 2017 release	Written	12/31/2017
CA-5.2	User support plan for contract amendment component of the November 2017 release	Written	12/31/2017
CA-5.3	User operation manual for contract amendment component of the May 2018 release	Written	6/15/2018
CA-5.4	User support plan for contract amendment component of the May 2018 release	Written	6/15/2018

5. Amend the Contract Agreement-Part 2, Exhibit B, Section 1, Payment Schedule, by adding Table 1.2k, Payment Schedule - Amendment #1, as follows:

Table 1.2k: Payment Schedule - Amendment #1

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amounts
	NHEDSS CALENDAR YEAR 3 and 4 AMENDMENT #1 ENHANCEMENTS			
CA-1	Project Management			
CA-1.1	Conduct Project Kickoff Meeting	Pending G & C approval		
CA-1.2	Project master work plan, including milestones/deliverables	10 days after G & C approval		
CA-1.3	Validation of Requirements with signed CRs for Contract Amendment Work for November 2017 release (physician web reporting, case	2 weeks after G&C approval		



New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System

	linkage enhancements, and notes export/view functionality improvement)			
CA-1.4	Validation of Requirements with signed CRs for Contract Amendment Work for May 2018 release (Integration of STD/HIV/TB case management work)	1/15/2018		
CA-1.5	Design Documentation for Contract Amendment for November 2017 release	11/8/2017		
CA-1.6	Design Documentation for Contract Amendment for May 2018 release	1/15/2018		
CA-1.7	Written status reports, meetings and updates to project plan	Bi-Weekly		
CA-2	System Software			
CA-2.1	System walk through and review of adding physician web reporting, case linkage enhancements, and export/view note functionality improvements for the contract amendment component of the November 2017 release.	11/30/2017		
CA-2.2	System walk through and review of adding STD/HIV/TB case management integration changes for the contract amendment component of the May 2018 release	4/30/2018		
CA-2.3	System ready for review and user testing for the contract amendment component of the November 2017 release	11/30/2017		
CA-2.4	System ready for review and user testing for the contract amendment component of the May 2018 release	4/30/2018		
CA-3	User Acceptance Test (UAT)			
CA-3.1	Test plan and scripts provided by STC for the contract amendment component of the November 2017 release	11/30/2017		
CA-3.2	State test functionality and provide UAT written feedback for the contract amendment component of the November 2017 release	12/1/2017 to 12/10/2017		
CA-3.3	Support State during UAT/Share ALL Testing Results with Project Team for the contract amendment component of the November 2017 release	12/1/2017 to 12/10/2017		
CA-3.4	State Acceptance of System (after UAT) for adding physician web reporting for contract amendment component of the November 2017 release	12/31/2017	\$52,000	



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System**

CA-3.5	State Acceptance of System (after UAT) for adding case linkage enhancements for contract amendment component of the November 2017 release	12/31/2017	\$30,200	
CA-3.6	State Acceptance of System (after UAT) for export/view notes functionality improvement for contract amendment component of the November 2017 release	12/31/2017	\$15,400	
CA-3.7	Test plan and scripts provided by STC for the contract amendment component of the May 2018 release	5/31/2018		
CA-3.8	State test functionality and provide UAT written feedback for the contract amendment component of the May 2018 release	6/1/2018 to 6/30/2018		
CA-3.9	Support State during UAT/share all testing results with the Project Team for the contract amendment component of the May 2018 release	6/1/2018 to 6/30/2018		
CA-3.10	State Acceptance of System (after UAT) for enhancements to STD/HIV/TB case management integration for the contract amendment component of the May 2018 release	6/30/2018	\$115,500	
CA-4	Training			
CA-4.1	Demo of new system functionality for contract amendment component of the November 2017 release	11/30/2017		
CA-4.2	Demo of new system functionality for contract amendment component of the May 2018 release	4/30/2018		
CA-5	Deployment			
CA-5.1	User operation manual for the contract amendment component of the November 2017 release	12/31/2017		
CA-5.2	User support plan for the contract amendment component of the November 2017 release	12/31/2017		
CA-5.3	User operation manual for contract amendment component of the May 2018 release	6/15/2018		
CA-5.4	User support plan for the contract amendment component of the May 2018 release	6/15/2018		
	Enhancements for Contract Amendment NHDSS 2017 Subtotal	12/31/2017	\$97,600	
	Enhancements for Contract Amendment NHDSS 2018 Subtotal	6/30/2018	\$115,500	



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System**

6. Amend the Contract Agreement-Part 2, Exhibit B, Section 1, Payment Schedule, Subsection 1.3, Enhancement Pricing Summary, by deleting Table 1.3: Enhancement Pricing Summary Table in its entirety and replacing with the following:

Table 1.3: Enhancement Pricing Summary Table

	PRISM	TB PAM	NHEDSS	TOTAL
CY 1 (2016)	\$37,200	\$14,000	\$80,400	\$131,600
CY 2 (2016)	\$21,800	\$34,000	\$94,600	\$150,400
CY 3 (2017)	\$20,000	\$15,000	\$50,000	\$85,000
CY 3 (2017) (Amendment #1)	\$0	\$0	\$97,600	\$97,600
CY 4 (2018)	\$15,000	\$10,000	\$50,000	\$75,000
CY 4 (2018) (Amendment #1)	\$0	\$0	\$115,500	\$115,500
CY 5 (2019)	\$15,000	\$5,000	\$50,000	\$70,000
CY 6 (2020)	\$15,000	\$5,000	\$25,000	\$45,000
TOTAL	\$124,000	\$83,000	\$563,100	\$770,100

7. Amend the Contract Agreement-Part 2, Exhibit I, Work Plan, Section 7, Application Modification, by adding Table 7.2, Modifications- Scientific Technologies Corporation Developed - Amendment #1, as follows:

Table 7.2 Modifications – Scientific Technologies Corporation Developed - Amendment #1

Requirement	Components, if applicable	Enhancement Description
Physician web reporting	NHEDSS	A web entry tool will be created and added to the BIDC website. This tool will allow a provider to submit a case of any reportable infectious disease electronically and securely to the NH BIDC. The data will remain in a staging area which will be created to manage all the physician entries. The staging area will be managed by a NHEDSS administrator who will have the ability to create a true case of disease or delete a fake or malicious case of disease. This enhancement will also include the addition of the CDC HIV adult and pediatric case reporting forms to be added to the list of available forms in NHEDSS.
Linked tab enhancements	NHEDSS	The linked tab in NHEDSS will have features added so that a new investigation can be created from the linked tab. It will also add some additional variables so that contacts or cases can be labeled with a disposition and a contact type.
Notes view/export enhancement	NHEDSS	Currently, there is no way to view or export notes in NHEDSS. Functionality will be added to view all notes across cases of interest with the potential to be able to export notes into Excel or an HTML window.



New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System

Requirement	Components, if applicable	Enhancement Description
STD/HIV case management integration enhancement	NHEDSS	NHEDSS users would like to be able to manage STD/HIV cases within the NHEDSS application. In order to meet federal reporting requirements, additional enhancements are required. These include a HIV partner services extract. This extract is required so that sexual or needle sharing partners associated with HIV cases can be properly identified, interviewed, and monitored for infection. Other enhancement possibilities include integrating TB cases within the NHEDSS application for case management and required federal reporting. These enhancements will be determined using the change request process.

8. Amend the Contract Agreement-Part 2, Exhibit I, Work Plan, Section 8, Preliminary Work Plan, by adding Table 8.2, Amendment #1 High Level Preliminary NH Project Plan, as follows

Table 8.2 Amendment #1 High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
NHEDSS Development Schedule	1 day	Wed 11/8/17	Wed 11/8/17
Project Kick Off Meeting	1 day	Wed 11/8/17	Wed 11/8/17
November 2017 Contract Amendment Development Cycle	9 days	Thu 10/26/17	Wed 11/8/17
Requirements Validation	8 days	Fri 10/27/17	Wed 11/8/17
Requirements Sign Off	1 day	Wed 11/8/17	Wed 11/8/17
November 2017 Contract Amendment Development	35 days	Thu 10/26/17	Thu 11/30/17
Provider Web Reporting	35 days	Thu 10/26/17	Thu 11/30/17
Linked Tab Enhancements	35 days	Thu 10/26/17	Thu 11/30/17
View/Export Notes improvements	35 days	Thu 10/26/17	Thu 11/30/17
STD/HIV case management enhancements	218 days	Thu 10/26/17	Thu 5/31/18
Testing and Quality Assurance	12 days	Thu 11/30/17	Fri 12/1/17
Test Plan & Scripts Provided to NH	1 day	Thu 11/30/17	Thu 11/30/17
NH User Acceptance Testing	8 days	Fri 12/1/17	Fri 12/8/17
Final Modifications	3 days	Wed 12/6/17	Fri 12/8/17
Installation	30 days	Thu 11/30/17	Fri 12/29/17
Release system Walkthrough & review	12 days	Thu 11/30/17	Fri 12/8/17
Install on Training	1 day	Fri 12/22/17	Fri 12/22/17
Install on Production	4 days	Tues 12/26/17	Fri 12/29/17
Training	9 days	Thu 10/26/17	Wed 11/8/17
Training Plan & Schedule	2 days	Tues 11/7/17	Wed 11/8/17
Online Training	2 days	Tues 11/7/17	Wed 11/8/17
May 2018 Contract Amendment Development Cycle	150	Tues 1/2/18	Thu 5/31/18
Requirements Validation	14 days	Tues 1/2/18	Mon 1/15/18
Requirements Sign Off	1 day	Mon 1/15/18	Mon 1/15/18
May 2018 Contract Amendment	137 days	Mon 1/15/18	Thu 5/31/18



New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System

Development			
STD/HIV/TB case management integration	137 days	Mon 1/15/18	Thu 5/31/18
Testing and Quality Assurance	40 days	Mon 5/21/18	Fri 6/29/18
Test Plan & Scripts Provided to NH	10 days	Mon 5/21/18	Thu 5/31/18
NH User Acceptance Testing	29 days	Fri 6/1/18	Fri 6/29/18
Final Modifications	29 days	Fri 6/1/18	Fri 6/29/18
Installation	15 days	Mon 2/22/16	Fri 3/11/16
Release system Walkthrough & review	10 days	Mon 5/21/18	Thu 5/31/18
Install on Training	1 day	Mon 5/28/18	Mon 5/28/18
Install on Production	1 day	Fri 6/29/18	Fri 6/29/18
Training	10 days	Mon 5/21/18	Thu 5/31/18
Training Plan & Schedule	1 day	Mon 5/21/18	Mon 5/21/18
Online Training	10 days	Mon 5/21/18	Thu 5/31/18

9. Amend the Contract Agreement by adding Attachment #5: Statement of Work-Amendment #1.



New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/28/17
Date

Lisa Murray
Name: LISA MURRAY
Title: DIRECTOR, DHHS

Scientific Technologies Corporation

9/22/17
Date

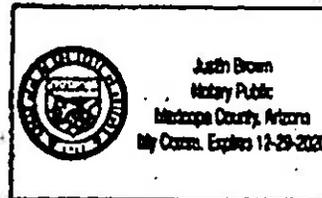
Michael L. Popovich
Name: Michael L. Popovich
Title: CEO

Acknowledgement of Contractor's signature:

State of Arizona County of Maricopa on September 27, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Justin Brown
Signature of Notary Public or Justice of the Peace

Justin Brown
Name and Title of Notary or Justice of the Peace



My Commission Expires: 12/29/2020



**New Hampshire Department of Health and Human Services
NH Electronic Disease Surveillance System**

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

OFFICE OF THE ATTORNEY GENERAL

10/2/17
Date

Lindsay Courten
Name: Lindsay Courten
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:



Statement of Work

NHEDSS Software Development

Amendment #1

Created for:
New Hampshire Department of Health and Human Services
Division of Public Health Service

SCIENTIFIC TECHNOLOGIC CORPORATION
8444 N 90th Street, Suite 100
Scottsdale, AZ 85258
480.745.8500
www.stcinc.com

General Description

This State of Work (SOW) outlines the development and implementation of the tasks outlined below for the STC Disease Surveillance products (Sentinel, TB PAM and PRISM) for New Hampshire's Disease Surveillance Program.

Period of Performance

Period of Performance for this work: State Fiscal Year: August 1, 2017 to July 31, 2018.

The work will begin upon STC receiving an executed contract (#2015-063). Development tasks will be scheduled into the release cycle as appropriate for 2017/2018. Work will be delivered into the testing environment by December 31 to be validated, and will be included in the February 2018 release.

Budget

The development budget includes the following items:

Development Budget Summary based on estimated Federal Funds:

Consolidated Development		
Item	Description	Base Year
1	Product Enhancements: STD and TB Federal Funds through December 31, 2017	\$ 97,600
2	Product-Enhancements: ELC Federal Funds	\$ 115,500.00
	Total Enhancements without Option	\$ 213,100.00

Notes

This SOW includes product enhancements for the following items.

Item 1: NH will receive \$97,600 from federal funds that will be allocated toward product enhancements for TB PAM and PRISM for work through December 31, 2017.

Item 2: NH will receive \$115,500 from federal funds that will be allocated toward product enhancements for NHEOSS for work through July 31, 2018.

Development Schedule

STC follows a quarterly release cycle which integrates an agile development process.

STC Release Cycle		
Requirements Due Date	Release Date	Release Version
July 15, 2017	November 30, 2017	November
October 16, 2017	February 28, 2018	February
January 15, 2018	May 31, 2018	May
April 16, 2018	August 31, 2018	August

NOTE: STC will be working with New Hampshire on the final requirements gathering prior to the contract being in place to ensure the release deadlines are met.

The following is a list of development tasks that will be developed with the use of the allocated funds. Each task has been initially reviewed with the New Hampshire program staff, estimated by STC and provided a tentative release date.

Base Year Development				
Task	Product	CR Description	Estimate	Targeted Release (Version)
1	NHEDSS	"No log-in" option for the Physician Card	\$ 55,400	December 2017 UAT release
2	NHEDSS	Revisions to the Linked tab to include more Contacts' information	\$28,200	December 2017 UAT release
3	NHEDSS	Display notes from multiple investigations	\$13,400	December 2017 UAT release
4	NHEDSS	STD/HIV case management enhancements	\$115,500	2018

TOTAL DEFINED DELIVERABLES COST: \$212,500

Development Tasks

The following change requests (CRs) have been estimated based on initial conversations with DPHS and knowledge of the products and use. Assumptions and estimation criteria are included. Should requirements change prior to the requirements deadline for the planned release, the change requests will be re-estimated. CRs may also be re-prioritized to best meet the programs need. Development tasks may be defined and estimated in the future to appropriately match the program's future needs.



NHEDSS (Sentinel) Enhancements:

1. Enhance current NHEDSS features to better support HIV case reporting
 - o "No login" option for the Physician Card: The physician card will have a "no log-in" option, which will allow health care providers to report HIV cases to NHEDSS in close to real-time without needing log-in credentials, which will increase efficiency and data quality in the reporting of HIV cases to the State.
 - o Revisions to the Investigation Linked tab: The feature to link Investigations will be updated to include the ability to identify the contact types for the investigations identified as contacts of the index patient. Communicable disease investigators will also be able to create a new investigation for a contact if they wish when they choose to link investigations together.
 - o View the notes from more than one investigation: Nurses will have the option to view investigation notes from more than one investigation to assist in their work in reviewing cases of interest. These will appear in a display that will allow for easy viewing of multiple notes from an investigation and comparison of notes between investigations.
2. Further integrate STD case management features in NHEDSS to support the work of communicable disease investigators to collect and report STD investigations to the CDC. This may include:
 - o Reporting extracts
 - o Improvements to NHEDSS Reports for better data analysis and report creation capabilities on STDs/HIV
 - o Improvements to tuberculosis case management features (refer to the TB PAM enhancements section)

TB PAM Enhancements:

3. Enhancements to TB PAM to improve case management features and the user experience
 - o Clean up and improvement of the TB PAM user interface to facilitate easier data entry



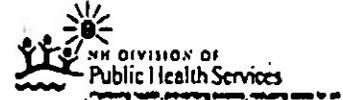
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-8827
603-271-4483 1-800-852-3348 Ext. 4483
Fax: 603-271-8705 TDD Access: 1-800-738-2984



Nicholas A. Toumpas
Commissioner

Marcella J. Bobinsky
Acting Director

September 28, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a sole source agreement with Scientific Technologies Corporation (Vendor #173134-B002), 8444 N. 90th St., Suite 100, Scottsdale, AZ 85258, for the provision of technical development, support and services of the New Hampshire Electronic Disease Surveillance System, Patient Reporting Investigating Surveillance Manager module, and Tuberculosis Program Area Module, in an amount not to exceed \$1,863,522, effective upon date of Governor and Executive Council approval through June 30, 2020. The source of funding is 30% Federal Funds and 70% General Funds.

Funding to support this request is anticipated to be available in the following accounts in State Fiscal Years 2016, 2017, 2018, 2019, and 2020 upon the availability and continued appropriation of funds in future operating budgets, with authority to adjust encumbrances between State Fiscal Years, through the Budget Office, without further approval from Governor and Executive Council, if needed and justified.

See attachment for financial details

EXPLANATION

This request is sole source because no other vendor is able to take over the maintenance and support of this proprietary software. Scientific Technologies Corporation will continue work within the New Hampshire Department of Information Technology's virtual environment in order to support, develop new functionality, and system enhancements of the New Hampshire Electronic Disease Surveillance System and two (2) associated modules.

The New Hampshire Electronic Disease Surveillance System and associated modules (Patient Reporting Investigating Surveillance Manager module and Tuberculosis Program Area Module) are used to investigate and track reportable infectious diseases. The Department uses this electronic system to investigate and track more than 10,000 infectious diseases each year. This electronic system gives the Department capacity to detect outbreaks of infectious diseases, to respond in a timely manner to control their spread, and to report these data to the Centers for Disease Control and Prevention, which is a condition of receiving federal funds for infectious disease prevention and response. After a loss of federal funding for the maintenance of this software, and in recognition of the mission-critical work the system supports, general funds have been used to support the maintenance of this software since 2012; federal funds are now awarded specifically to support only software enhancement work.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2

Under this agreement, Scientific Technologies Corporation will provide annual support and maintenance, including Help Desk, bug fixes, patches and software updates. In addition, system functionality would be enhanced to receive and send automated data; apply statistics and algorithms to detect outbreaks and clusters of infectious disease; and allow creation of customized forms for more efficient outbreak investigation and response. These enhancements, along with others, will improve the Department's ability to control the spread of infectious diseases in New Hampshire.

Since 2005, the Department has worked with Scientific Technologies Corporation on the development and enhancement of the New Hampshire Electronic Disease Surveillance System. In 2013, the Department contracted with Scientific Technologies Corporation to implement the Patient Reporting Investigation Management System Module and integrate it with the New Hampshire Electronic Disease Surveillance System product. The New Hampshire Electronic Disease Surveillance System; Tuberculosis Program Area Module; and Patient Reporting Investigating Surveillance Manager module are currently hosted within the Department of Information Technology data center in the virtual environment.

As referenced in Contract 2015-068, Agreement Part 2, Exhibit C, Special Provisions, this Agreement has the option to extend for five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

The following performance measures will be used to measure the effectiveness of the agreement.

1. Delivery of the Project Plans to the State within (ten business days) of procurement.
2. Completed maintenance and support of the New Hampshire Electronic Disease Surveillance System (NHEOSS) and associated modules: Patient Reporting Investigation Management System Module (PRISM) and Tuberculosis Program Area Module (TB PAM) in calendar years one (1) – six (6).
3. Provision of support services within the established Scientific Technologies Corporation service level agreement.
4. Written validation of Requirements for Work for each enhancement deliverable.
5. Written test plans and scripts provided by Scientific Technologies Corporation one week prior to any major software release.
6. State acceptance of enhancement deliverables following their delivery.
7. STC coordination and participation in bi-weekly contract status calls.

Should the Governor and Executive Council not authorize this request, the Department will not be able to maintain the integration and current functionality within the New Hampshire Electronic Disease Surveillance System; the sexually transmitted disease Patient Reporting Investigating Surveillance Manager module, and Tuberculosis Program Area Module. Without these systems, the Department will not have an electronic system to investigate and track more than 10,000 reports of infectious diseases received each year and report these data to the Centers for Disease Control and Prevention as required by federal grants. The capacity to detect outbreaks of infectious disease in a

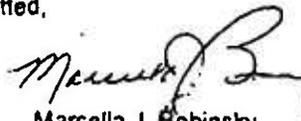
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 3

timely and automated manner would be eliminated. Additionally, the Department's ability to investigate infectious diseases and control their spread, in accordance with RSA 141-C, would be reduced.

Area served: Statewide.

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

Respectfully submitted,



Marcella J. Bobinsky
Acting Director

Approved by:



Nicholas A. Toumpas
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET**NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and TB Program Area Module**

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS
100% General Funds

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	038-500175	Technology Software	03900052	183,485
SFY 2017	038-500175	Technology Software	03900052	275,227
SFY 2018	038-500175	Technology Software	03900052	280,732
SFY 2019	038-500175	Technology Software	03900052	280,732
SFY 2020	038-500175	Technology Software	03900052	286,348
			Sub-Total	1,306,522

06-95-90-902610-6084 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, EBOLA GRANT
100% Federal Funds

FAIN # U90TP000536CFDA # 93.074

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90027030	100,000
			Sub-Total	100,000

06-95-90-903010-1835 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, NH EPIDEMIOLOGY AND LABORATORY CAPACITY

100% Federal FundsFAIN # U50CK000427CFDA # 93.621

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90183523	50,000
SFY 2017	102-500731	Contracts for Prog Svc	90183523	50,000
SFY 2018	102-500731	Contracts for Prog Svc	90183523	50,000
SFY 2019	102-500731	Contracts for Prog Svc	90183523	50,000
SFY 2020	102-500731	Contracts for Prog Svc	90183523	50,000
			Sub-Total	250,000

06-95-90-902610-5170 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, DISEASE CONTROL

FINANCIAL DETAIL ATTACHMENT SHEET
NH Electronic Disease Surveillance System, Patient Reporting Investigation Management System Module, and
TB Program Area Module

100% Federal Funds

FAIN # U62PS004884

CFDA # 93.116

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90022000	14,000
SFY 2017	102-500731	Contracts for Prog Svc	90022000	34,000
SFY 2018	102-500731	Contracts for Prog Svc	90022000	15,000
SFY 2019	102-500731	Contracts for Prog Svc	90022000	10,000
SFY 2020	102-500731	Contracts for Prog Svc	90022000	10,000
			Sub-Total	83,000

06-96-90-902610-7536 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HMS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, STD/HIV PREVENTION

100% Federal Funds

FAIN # H26PS0049339

CFDA # 93.977

FAIN # U82PS003856

CFDA # 93.940

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
SFY 2016	102-500731	Contracts for Prog Svc	90025000	31,400
	102-500731	Contracts for Prog Svc	90024000	13,600
			SFY 16 Sub Total	45,000
SFY 2017	102-500731	Contracts for Prog Svc	90025000	21,500
	102-500731	Contracts for Prog Svc	90024000	-
			SFY 17 Sub Total	21,500
SFY 2018	102-500731	Contracts for Prog Svc	90025000	12,500
	102-500731	Contracts for Prog Svc	90024000	5,000
			SFY 18 Sub Total	17,500
SFY 2019	102-500731	Contracts for Prog Svc	90025000	10,000
	102-500731	Contracts for Prog Svc	90024000	5,000
			SFY 19 Sub Total	15,000
SFY 2020	102-500731	Contracts for Prog Svc	90025000	15,000
	102-500731	Contracts for Prog Svc	90024000	10,000
			SFY 20 Sub Total	25,000
			Sub Total	124,000
			TOTAL	1,863,622



Denis Goulet
Commissioner

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

October 6, 2015

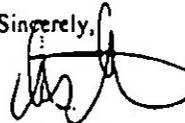
Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Scientific Technologies Corporation, Scottsdale, AZ, as described below and referenced as DoIT No. 2015-063.

The purpose of this contract with STC is to attain maintenance, support, and technical development work of the existing NH Electronic Disease Surveillance System (NHEDSS) and Tuberculosis Program Area Module (TB PAM), which are STC-licensed products, and PRISM (Patient Reporting Investigation Surveillance Manager), which is no-cost software integrated into the NHEDSS system. The funding amount is not to exceed \$1,306,522 and is effective upon Governor and Council Approval through June 30, 2020.

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

Sincerely,

Denis Goulet

DG/mh
Contract 2015-063

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT - PART 1**

Subject: NH Electronic Disease Surveillance System Enhancements, Maintenance, and Support Services, Patient Reporting Investigation Surveillance Manager module, and Tuberculosis Program Area Module AGREEMENT

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

1.1 State Agency Name NH Department of Health & Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Scientific Technologies Corporation		1.4 Contractor Address 8444 N. 90 th St., Suite 100, Scottsdale, AZ 85258	
1.5 Contractor Phone Number 480-745-8500	1.6 Account Number 01-03-03-030010-7695- 038 500175 05-95-90-902510-5084-102- 500731 05-95-90-903010-1835-102- 500731 05-95-90-902510-3170-102- 500731 05-95-90-902510-7536-102- 500731	1.7 Completion Date 06/30/2020	1.8 Price Limitation \$1,863,522
1.9 Contracting Officer for State Agency Brook Depec, Bureau Chief Marcella J. Bulwinkle, Director		1.10 State Agency Telephone Number 603-271-4483	
1.11 Contractor Signature <i>[Signature]</i>		1.12 Name & Title of Contractor Signatory Todd Watkins, President	
1.13 Acknowledgement: State of <u>NM</u> , County of <u>BERNALILLO</u> On <u>10/3/2015</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace (seal) <i>[Signature]</i>		OFFICIAL SEAL Daniel Ryan Notary Public State of New Mexico My Comm. Expires <u>11/7/16</u>	
1.13.2 Name & Title of Notary or Justice of the Peace <u>DANIEL RYAN, NOTARY</u>			
1.14 State Agency Signatory <i>[Signature]</i>		1.15 Name/Title of State Agency Signatory <u>Marcella J. Bulwinkle, Acting Director</u>	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> <u>Michael A. Kelly - Attorney General</u> On: <u>10/6/15</u>			
1.18 Approval by the Governor & Council By: _____ On: _____			

Contract 2015-063 - Agreement Part 1
Authorized Scientific Technologies Corporation initials: *[Signature]*
Date: 10/3/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT - PART 1**

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Contract 2015-063 - Agreement Part 1

Authorized Scientific Technologies Corporation initials: *ST*

Date: 10/3/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT - PART 1**

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Vendor's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management.
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1 and Part 2. The documentation consisting of both the General Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.

Contract 2015-063 - Agreement Part 1

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Authorized Scientific Technologies Corporation initials: ASTDate: 10/3/2015

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT - PART 1**

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>).
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 as well as Part 2, Exhibit B, Section 1.2.
Contractor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software.
CR	Change Request.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire.
Custom Software	Software developed by the Vendor specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term.
DBA	Database Administrator.
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. Class A Deficiency - <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate

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	and require re-performance of the Service. Class B Deficiency - <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service. Class C Deficiency - <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department	An agency of the State.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
DHHS	Department of Health and Human Services.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Guarantees the unaltered state of a file.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes.
ELR	Electronic Laboratory Reporting.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders.
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles.
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Harvest	Software to archive and/or control versions of software.
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.

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Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Information Technology. Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by Scientific Technologies Corporation as essential to work on the Project.
Licensee	The State of New Hampshire.
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
New Hampshire Electronic Disease Surveillance System (NHEDSS)	New Hampshire Electronic Disease Surveillance System. Owned and developed by Scientific Technologies Corporation. NHEDSS is technically referred to as Sentinel, the Scientific Technologies Corporation licensed product.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided if requested.
Notice to Proceed (NTP)	Notice to Proceed. The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.

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Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Patient Reporting Investigation Surveillance Manager (PRISM)	Patient Reporting Investigation Surveillance Manager refers to a sexually transmitted disease (STD) system that manages infectious disease surveillance data. PRISM is open source software developed by the State of Florida under a GNU license.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
RFP	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
SaaS- Software as a Service	Occurs where the COFS application is hosted but the State does not own the license or the code. The vendor allows the use of the software as a part of their service.

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Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A Service Level Agreement is a signed agreement between the Vendor and the State specifying the level of Service that is expected of, and provided by, the Vendor during the term of the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract.
Software Deliverables	COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor in response to this RFP.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this 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	STATE is defined as: State of New Hampshire Department of Health & Human Services Division of Public Health Services 29 Hazen Drive Concord, NH 03301-6504 Reference to the term "State" shall include applicable agencies.
Statement of Work (SOW)	Statement of Work. A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.

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State Fiscal Year (SFY)	State Fiscal Year. The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Tuberculosis Program Area Module (TB PAM)	Tuberculosis Program Area Module (TB PAM) refers to a module within the main NH Electronic Disease Surveillance System (NHEDSS) created and owned by Scientific Technologies Corporation.
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.
Transition Services	Services and support provided when Scientific Technologies Corporation is supporting System changes.
UAT	User Acceptance Test.
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.

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Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which Scientific Technologies Corporation is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Vendor during the Warranty Period.
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of 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 C. 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. :
Written Deliverables	Non-Software written deliverable: Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services (DHHS), and Scientific Technologies Corporation, having its principal place of business at 8444 N. 90th St., Suite 100, Scottsdale, AZ 85258.

The DHHS requires maintenance and support as well as technical development work of the New Hampshire Electronic Disease Surveillance System (NHEDSS). There are two modules within the NHEDSS; one module to manage sexually transmitted disease (STD) with the Patient Reporting Investigation Surveillance Manager (PRISM); and one module for Tuberculosis (TB) cases and data through the TB Program Area Module (TB PAM). NHEDSS and the associated modules have been integrated with features such as single sign-on for user efficiency, specific patient investigation functionality such as searching for co-infections, and population of core demographic fields in the modules.

This sole source contract of technical support and services will be provided by Scientific Technologies Corporation since both the NHEDSS and TB PAM are licensed products of Scientific Technologies Corporation. PRISM is a GNU product that has been integrated into the NHEDSS system. The three systems will continue to be hosted within the Department of Information Technology virtual environment. Under this agreement, Scientific Technologies Corporation will; 1. Support the applications as outlined in the Scope of Work, and 2. Perform specific development tasks as detailed below. Specific development tasks are identified for year one and two of the project and include such as tasks as: ability to create customized forms for emerging infectious diseases such as Ebola in NHEDSS, development of interview functionality for in PRISM, and system enhancements in TB PAM including automatic creation of cases in NHEDSS if a case is determined a "high risk" of TB. Development work for future years will be identified as needs are assessed during the project phase. A list of development ideas have been developed and the process for ascertainment of pricing is already well established through the standard Change Request process and the business requirements will be flushed out between Scientific Technologies Corporation and DPHS with a mutually agreed upon timeline for implementation that lines up with scheduled release dates and grant funding dates. The funds set aside for to-be-determined development work is a relatively small proportion of funds in comparison to the funds that will be used for maintenance and defined development work.

RECITALS

DHHS desires to have Scientific Technologies Corporation provide support and development of enhancements for New Hampshire's infectious disease surveillance systems and associated Services for the State;

Scientific Technologies Corporation wishes to provide support and maintenance for the following system:
NHEDSS and associated modules: Patient PRISM and TB PAM

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The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

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

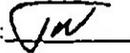
- A. The Contract Agreement - General Provisions
- B. Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit E-1- Security and Infrastructure
 - Exhibit F- Testing Services
 - Exhibit G- Maintenance and Support Services
 - Exhibit H- Requirements
 - Exhibit I- Work Plan
 - Exhibit J- Software License and Related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit M- Agency RFP with Addendums, by reference
 - Exhibit N- The Vendor Proposal, by reference
 - Exhibit O- Certificates and Attachments

1.2 ORDER OF PRECEDENCE

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

- a. The State of New Hampshire Terms and Conditions, Form P-37 Contract 2015-063 Agreement - Part 1.
- b. State of New Hampshire, Department of Health and Human Services Contract 2015-063 Agreement - Part 2.
- c. Contract Attachment 3 - Scientific Technologies Corporation Statement of Work NHEDSS, Software Development 2015-2016 August 20, 2015 and Contract Attachment 4 - Scientific Technologies Corporation Statement of Work NHEDSS, Software Maintenance & Support 2015-2016 August 21, 2015.

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2. CONTRACT TERM

Scientific Technologies Corporation shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Scientific Technologies Corporation to commence work prior to the Effective Date; however, if Scientific Technologies Corporation commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Scientific Technologies Corporation. In the event that the Contract does not become effective, the State shall be under no obligation to pay Scientific Technologies Corporation for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

3. COMPENSATION

3.1 CONTRACT PRICE

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

The payment by the State of the contract price shall be the only and the complete reimbursement to Scientific Technologies Corporation for all expenses, of whatever nature incurred by Scientific Technologies Corporation in the performance hereof, and shall be the only and the complete compensation to Scientific Technologies Corporation for the services. The State shall have no liability to Scientific Technologies Corporation other than the Contract Price.

The State reserves the right to offset from any amounts otherwise payable to Scientific Technologies Corporation 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.

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 General Provisions Page.I, block 1.8.

3.2 NON-EXCLUSIVE, NOT TO EXCEED CONTRACT

This is a Non-Exclusive, Not to Exceed Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Scientific Technologies Corporation shall not be responsible for any delay, act, or omission of such other vendors, except that Scientific Technologies Corporation shall be responsible for any

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delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of Scientific Technologies Corporation.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed the amount listed in block 1.8 Price Limitation of page 1 of the General Provisions.

4. CONTRACT MANAGEMENT

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

4.1 THE VENDOR'S CONTRACT MANAGER

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

Karl Moeller
Vice President of Public Health
Scientific Technologies Corporation
8444 N. 90th St., Suite 100,
Scottsdale, AZ 85258 Tel: (480)-745-8500
Fax: (520)-202-3340
Email: karl_moeller@stchome.com

4.2 THE VENDOR'S PROJECT MANAGER

4.2.1 CONTRACT PROJECT MANAGER

Scientific Technologies Corporation shall assign a Project Manager who meets the requirements of the Contract. Scientific Technologies Corporation's selection of the Contracted Vendor 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 Scientific Technologies Corporation Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Scientific Technologies Corporation's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 Scientific Technologies Corporation Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have

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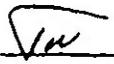
full authority to make binding decisions under the Contract, and shall function as Scientific Technologies Corporation's representative for all administrative and management matters. Scientific Technologies Corporation's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. Scientific Technologies Corporation's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Scientific Technologies Corporation's Project Manager must work diligently and use his/her best efforts on the Project.

4.2.3 Scientific Technologies Corporation shall not change its assignment of Scientific Technologies Corporation Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Scientific Technologies Corporation's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Scientific Technologies Corporation Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in General Provisions, Section 4.2.1: *Contract Project Manager*, and in Contract Agreement General Provisions, Section 4.6: *Reference and Background Checks*, below. Scientific Technologies Corporation shall assign a replacement Scientific Technologies Corporation Project Manager within thirty (30) business days of the departure of the prior Scientific Technologies Corporation Project Manager, and Scientific Technologies Corporation shall continue during the thirty (30) business day period to provide competent Project management Services through the assignment of a qualified interim Scientific Technologies Corporation Project Manager, subject to all requirements as outlined here.

4.2.4 Notwithstanding any other provision of the Contract, the State shall have the option, acting reasonably and in good faith, to terminate the Contract, declare Scientific Technologies Corporation in default and pursue its remedies at law and in equity, if Scientific Technologies Corporation fails to assign a Scientific Technologies Corporation Project Manager meeting the requirements and terms of the Contract.

4.2.5 Scientific Technologies Corporation Project Manager is:

Devon Sims, MPH
Public Health Advisor
Scientific Technologies Corporation
8444 N. 90th St., Suite 100,
Scottsdale, AZ 85258 Tel: (520)-428-7079
Fax: (520)-202-3340
Email: devon_sims@stchome.com

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4.3 SCIENTIFIC TECHNOLOGIES CORPORATION KEY PROJECT STAFF

4.3.1 Scientific Technologies Corporation shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables, Table C.1: System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Scientific Technologies Corporation Key Project Staff. The State reserves the right to require removal or reassignment of Scientific Technologies Corporation's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with General Provisions Section 4.6: *Background Checks*.

4.3.2 Scientific Technologies Corporation shall not change any Scientific Technologies Corporation Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Scientific Technologies Corporation Key Project Staff will not be unreasonably withheld. The replacement Scientific Technologies Corporation Key Project Staff shall have comparable or greater skills than Scientific Technologies Corporation Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described in Contract Agreement- General Provisions, Section 4.6: *Reference and Background Checks*.

4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Scientific Technologies Corporation in default and to pursue its remedies at law and in equity, if Scientific Technologies Corporation fails to assign Key Project Staff meeting the requirements and terms of the Contract or if, acting reasonably and good faith, it concludes, notwithstanding the fact that the replacement Project Staff meet the requirements and terms of the Contract, such replacement Project Staff are not competent for the purposes set out herein.

4.3.3.1 Scientific Technologies Corporation Key Project Staff shall consist of the following individuals in the roles identified below:

Scientific Technologies Corporation's Key Project Staff:	
Key Member(s)	Title
Devon Sims	Project Manager
Bruno Bernard	NHEDSS & TB PAM Developer
Matt Guthrie	PRISM Developer
Karen Chin	Product Manager
Chrissie Gorman	Account Executive

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4.4 STATE CONTRACT MANAGER

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

Elizabeth R. Daly
Chief, Infectious Disease Surveillance Section
Division of Public Health Services
NH DHHS
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4927
Fax: (603) 271-0545
Email: erdaly@dhhs.state.nh.us

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

Elizabeth R. Daly
Chief, Infectious Disease Surveillance Section
Division of Public Health Services
NH DHHS
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4927

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Fax: (603) 271-0545
Email: crdaly@dhhs.state.nh.us

4.6 REFERENCE AND BACKGROUND CHECKS

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and Scientific Technologies Corporation Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement - General Provisions-Section 11: *Use of State's Information, Confidentiality.*

5. DELIVERABLES

5.1 VENDOR RESPONSIBILITIES

Scientific Technologies Corporation shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a subcontractor is used.

Scientific Technologies Corporation may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in Section 18: *General Terms and Conditions* herein. Scientific Technologies Corporation must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider Scientific Technologies Corporation to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2 DELIVERABLES AND SERVICES

Scientific Technologies Corporation shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables.*

Scientific Technologies Corporation may elect to subcontract services to the provisions of the Contract. Scientific Technologies Corporation must submit all information and necessary documentation to the subcontractor including terms and conditions consistent with the Contract. The State will consider Scientific Technologies Corporation to be wholly responsible for the performance of the Contract and the sole point of contact with

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regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from Scientific Technologies Corporation that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Scientific Technologies Corporation in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Scientific Technologies Corporation's written Certification. If the State rejects the Deliverable, the State shall notify Scientific Technologies Corporation of the nature and class of the Deficiency and Scientific Technologies Corporation shall correct the Deficiency within the period identified in the Work Plan. If no period for Scientific Technologies Corporation's correction of the Deliverable is identified, Scientific Technologies Corporation shall correct the Deficiency in the Deliverable within five (5) business days unless otherwise mutually agreed to. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Scientific Technologies Corporation of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Scientific Technologies Corporation fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Scientific Technologies Corporation to continue until the Deficiency is corrected, or, upon conclusion of the dispute resolution system set out in Section 17, if invoked, thereafter immediately terminate the Contract, declare Scientific Technologies Corporation in default, and pursue its remedies at law and in equity.

5.4 SYSTEM/SOFTWARE TESTING AND ACCEPTANCE

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

5.5 SECURITY

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on

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an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. See *Exhibit F: Testing Services* for detailed information on requirements for Security testing.

6. SOFTWARE

Scientific Technologies Corporation shall provide the State with Software Licenses and Documentation set forth in the Contract, and particularly described in *Exhibit J: Software License and Related Terms*.

7. SERVICES

Scientific Technologies Corporation shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 ADMINISTRATIVE SERVICES

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

7.2 IMPLEMENTATION SERVICES

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

7.3 TESTING SERVICES

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

7.4 TRAINING SERVICES

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Scientific Technologies Corporation shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES

Scientific Technologies Corporation shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: System Maintenance and Support.

7.6 WARRANTY SERVICES

Scientific Technologies Corporation shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty Services.

8. WORK PLAN DELIVERABLE

Scientific Technologies Corporation shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Scientific Technologies Corporation shall update the Work Plan as necessary, but no less than every two weeks unless otherwise mutually agreed to, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Scientific Technologies Corporation from liability to the State for damages resulting from Scientific Technologies Corporation's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Scientific Technologies Corporation must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Scientific Technologies Corporation or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Scientific Technologies Corporation to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the

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delay does not result from Scientific Technologies Corporation's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, acting reasonably and in good faith, if it is dissatisfied with the Vendor's Work Plan or material elements within the Work Plan and reasonably concludes that such Work Plan, or the material elements contained therein, cannot be modified in a reasonable period of time to the State's satisfaction. The State's option to terminate can be exercised upon notice to Scientific Technologies Corporation, and, in the event that Scientific Technologies Corporation invokes dispute resolution, the parties are unable to come to a resolve in accordance with the procedures in Section 17 herein.

9. CHANGE ORDERS

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

Scientific Technologies Corporation may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Scientific Technologies Corporation's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Upon successful completion and/or termination of the Implementation of the Project, the Scientific Technologies Corporation shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to Scientific Technologies Corporation provided Software, and their associated Documentation including any and all performance enhancing

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operational plans and the Vendors' special utilities. Scientific Technologies Corporation shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

Custom software owned by Scientific Technologies prior to the effective date shall remain the property of Scientific Technologies Corporation.

10.2 STATE'S DATA AND PROPERTY

All rights, title and interest in State Data shall remain with the State. 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 VENDOR'S MATERIALS

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

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and

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

10.5 CUSTOM SOFTWARE SOURCE CODE

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

10.6 SURVIVAL:

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

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

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

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing

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party, which the receiving party believes, is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

11.3 VENDOR CONFIDENTIAL INFORMATION

Insofar as Scientific Technologies Corporation seeks to maintain the confidentiality of its confidential or proprietary information, Scientific Technologies Corporation must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Scientific Technologies Corporation considers the Software and Documentation to be Confidential Information. Scientific Technologies Corporation acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Scientific Technologies Corporation as confidential, the State shall notify Scientific Technologies Corporation and specify the date the State will be releasing the requested information. At the request of the State, Scientific Technologies Corporation shall cooperate and assist the State with the collection and review of Scientific Technologies Corporation's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Scientific Technologies Corporation's sole responsibility and at Scientific Technologies Corporation's sole expense. If Scientific Technologies Corporation fails to obtain a court order enjoining the disclosure, the State shall release

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the information on the date specified in the State's notice to Scientific Technologies Corporation, without any liability to Scientific Technologies Corporation.

11.4 SURVIVAL

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

12. LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Scientific Technologies Corporation shall not exceed the total Contract price set forth in Contract Agreement - General Provisions, Block 1.8.

12.2 SCIENTIFIC TECHNOLOGIES CORPORATION

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

Notwithstanding the foregoing, this limitation of liability shall not apply to Scientific Technologies Corporation's indemnification obligations set forth in the Contract Agreement-General Provisions Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-General Provisions Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 STATE'S IMMUNITY

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

12.4 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

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13. INDEMNIFICATION.

Scientific Technologies Corporation shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent acts or omissions or willful misconduct of Scientific Technologies Corporation or the failure to comply with applicable laws in its performance of this Agreement. 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. TERMINATION BY STATE

This Section 14 shall survive the termination or Contract Conclusion.

14.1 TERMINATION FOR DEFAULT

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

- a. Failure to perform the Services in accordance with the terms and conditions of this Agreement and to the reasonable satisfaction of the State;
- b. Failure to provide the Services on schedule when delay is attributable primarily to Scientific Technologies Corporation;
- c. Failure to submit any report required; and/or
- d. Failure to perform any other covenant contained in the Contract

14.1.1 Upon the occurrence of any Event of Default by Scientific Technologies Corporation:

- a. Unless otherwise provided in the Contract, the State shall provide Scientific Technologies Corporation written notice specifying the Event of Default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Scientific Technologies Corporation fails to cure the default within the Cure Period, and the parties have been unable to come to a resolve in accordance with the dispute resolution procedures in Section

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17 herein, the State may take any one or more, or all, of the following actions:

- (i) Terminate the Contract effective two (2) days after giving Scientific Technologies Corporation notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- (ii) Give Scientific Technologies Corporation a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Scientific Technologies Corporation during the period from the date of such notice until such time as the State determines that Scientific Technologies Corporation has cured the Event of Default shall never be paid to Scientific Technologies Corporation.
- (iii) Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default.
- (iv) Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- (v) Procure Services that are the subject of the Contract from another source and Scientific Technologies Corporation shall be liable for reimbursing the State for reasonable replacement Services, and all reasonable 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.

In the event that the State reasonably and in good faith concludes that an Event of Default by Scientific Technologies Corporation is of such a nature that such breach is incapable of being cured within the Cure Period, then the State can commence any of the actions set out in Section 14.1 herein immediately after notice to Scientific Technologies Corporation provided that any purported termination shall not be effective until the dispute resolution mechanism in Section 17 is, if invoked by Scientific Technologies Corporation, completed.

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14.2 TERMINATION FOR CONVENIENCE BY STATE

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

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

14.3 TERMINATION FOR CONFLICT OF INTEREST BY STATE

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

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

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

14.4 TERMINATION PROCEDURE - STATE

14.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Scientific Technologies Corporation to

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deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

14.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Scientific Technologies Corporation shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of SCIENTIFIC TECHNOLOGIES CORPORATION and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Scientific Technologies Corporation has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

15. CHANGES OF OWNERSHIP

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

16. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

16.1 Scientific Technologies Corporation shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written

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consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

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

16.3 Notwithstanding the foregoing, nothing herein shall prohibit Scientific Technologies Corporation from assigning the Contract to the successor of all or substantially all of the assets or business of Scientific Technologies Corporation provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Scientific Technologies Corporation should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with Scientific Technologies Corporation, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Scientific Technologies Corporation, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Scientific Technologies Corporation, its successors or assigns.

17. 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:

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Dispute Resolution Responsibility and Schedule Table

LEVEL	Scientific Technologies Corporation	STATE	CUMULATIVE ALLOTTED TIME
Primary	Scientific Technologies Corporation Project Manager	State Project Manager (PM)	5 Business Days
First	Scientific Technologies Corporation Contract Manager	State Contract Manager	10 Business Days
Second	Scientific Technologies Corporation President	Director of the Division of Public Health Services	15 Business Days

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

18. GENERAL TERMS AND CONDITIONS

18.1 CONDITIONAL NATURE OF CONTRACT

Notwithstanding any provision of the Contract to the contrary, all obligations of the State, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate the Contract immediately upon giving Scientific Technologies Corporation notice of such termination.

The State shall not be required to transfer funds from any other account to the account identified in General Provisions, Page 1, block 1.6: *Account No.* in the event funds in that account are reduced or unavailable.

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18.2 COMPLIANCE BY SCIENTIFIC TECHNOLOGIES CORPORATION WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY

18.2.1 In connection with the performance of the Contract, Scientific Technologies Corporation shall comply with all statutes, laws, regulations, orders of federal, state, county or municipal authorities which impose any obligation or duty upon Scientific Technologies Corporation, including, but not limited to, civil rights and equal opportunity laws. Scientific Technologies Corporation shall also comply with all applicable local, State and federal licensing requirements and standards necessary in the performance of the Contract. In addition, Scientific Technologies Corporation shall comply with all applicable copyright laws.

18.2.2 During the term of the Contract, Scientific Technologies Corporation shall not discriminate against employees or applicants for employment in violation of applicable State or federal laws, including but not limited to nondiscrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

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

18.3 REGULATORY/GOVERNMENT APPROVALS

Scientific Technologies Corporation shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

18.4 WORKERS' COMPENSATION

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

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Authorized Scientific Technologies Corporation initials: 
Date: 10/3/2015

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18.4.2 To the extent the Scientific Technologies Corporation is subject to the requirements of N.H. RSA chapter 281-A, Scientific Technologies Corporation shall maintain, and require any sub Scientific Technologies Corporation or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Scientific Technologies Corporation 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 Scientific Technologies Corporation, or any sub Scientific Technologies Corporation or employee of Scientific Technologies Corporation, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

18.5 PERSONNEL

18.5.1 The performance of Scientific Technologies Corporation' obligations under the Contract shall be carried out by Scientific Technologies Corporation. Scientific Technologies Corporation shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Scientific Technologies Corporation' obligations under the Contract. Scientific Technologies Corporation warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

18.5.2 Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (General Provisions, Page 1, Block 1.7), Scientific Technologies Corporation shall not hire, and shall not permit any sub Scientific Technologies Corporation 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 the Contract. This provision shall survive termination of the Contract.

18.5.3 The Chief Information Officer ("CIO") of the Department of Information Technology, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the CIO's decision shall represent the final position of the State.

18.6 **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of

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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 Scientific Technologies Corporation.

18.7 NOTICE.

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

18.8 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.

18.9 CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and insures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement 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.

18.10 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.

18.11 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.

18.12 SPECIAL PROVISIONS.

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

18.13 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.

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18.14. ENTIRE AGREEMENT.

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

18.15 TRAVEL EXPENSES

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

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

18.16 SHIPPING AND DELIVERY FEE EXEMPTION

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

18.17 PROJECT WORKSPACE AND OFFICE EQUIPMENT

The State agency will work with Scientific Technologies Corporation to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Scientific Technologies Corporation's staff.

18.18 ACCESS/COOPERATION

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

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

18.19 REQUIRED WORK PROCEDURES

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

18.20 COMPUTER USE

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

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- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Scientific Technologies Corporation access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Scientific Technologies Corporation access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Scientific Technologies Corporation must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Scientific Technologies Corporation. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Scientific Technologies Corporation is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.21 EMAIL USE

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

18.22 INTERNET/INTRANET USE

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

18.23 REGULATORY GOVERNMENT APPROVALS

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

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18.24 INSURANCE

18.24.1 Scientific Technologies Corporation Insurance Requirement

The Scientific Technologies Corporation shall, at its sole expense, obtain and maintain in force, and shall require any sub Scientific Technologies Corporation or assignee to obtain and maintain in force, the following insurance:

18.24.1.1 Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

18.24.1.2 Fire and extended coverage insurance covering all property subject to Section 10.1 herein, in an amount not less than 80% of the whole replacement value of the property.

18.24.2 The policies described in subparagraph 19.9.1.1 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.

18.24.3 The Scientific Technologies Corporation 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. Scientific Technologies Corporation 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference, each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

18.25 EXHIBITS

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

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18.26 VENUE AND JURISDICTION

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

18.27 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit E Section 3: Records Retention and Access Requirements, Exhibit E Section 4: Accounting Requirements, and General Provisions-Section 11: Use of State's Information, Confidentiality and General Provisions- Section 13: Indemnification which shall all survive the termination of the Contract.

18.28 FORCE MAJEURE

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

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

18.29 NOTICES

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

SCIENTIFIC TECHNOLOGIES CORPORATION
8444 N. 90TH ST., SUITE 100
SCOTTSDALE, AZ 85258
480-745-8500

STATE OF NEW HAMPSHIRE
DHHS
29 HAZEN DRIVE
CONCORD, NH 03301
603-271-4987

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I. DELIVERABLES

Project Overview

Scientific Technologies Corporation shall provide maintenance; support, system updates, and enhancements work for the State system referred to as the New Hampshire's National Electronic Disease Surveillance System (NHEDSS). The New Hampshire Electronic Disease Surveillance System (NHEDSS), sexually transmitted disease (STD) Patient Reporting Investigation Surveillance Manager (PRISM), and Tuberculosis Program Area Module (TB PAM) are interconnected in that Scientific Technologies Corporation currently provides maintenance, support, updates, and enhancement as a sole source contractor. Scientific Technologies Corporation owns the NHEDSS application (Sentinel) and has integrated PRISM and the TB PAM system and its functionality into a single sign-on. The contract will specifically include annual support and maintenance, including Help Desk, bug fixes, patches and software updates, as outlined in the Statement of Work (SOW). The contract will also include enhancements over the contract term.

The State has carefully outlined enhancements of the systems with the vendor for calendar year one ending December 31, 2015 and calendar year two ending December 31, 2016. For the remaining years of the contract, the State will seek input from the users and vendor to integrate new enhancements using the Change Order process. Enhancements for years one and two include new functionality such as adding a new field, "lost to follow up" to use for data collection and reporting purposes, enhancing a shared alert report for multiple users to assess disease trends for epidemiology and investigation purposes, creating the ability to count cases of disease to accurately report case counts for data analysis reports, developing functionality to create customized real time forms for emerging infectious diseases such as Ebola to utilize for tracking, investigation, and response purposes, adding the ability to track federal grant performance measures in the systems, and a new functionality to transfer currently collected tuberculosis data to an active case from a latent case.

General Project Assumptions

1. Scientific Technologies Corporation will provide project tracking tools and templates to record and manage issues, risks, change requests (CRs), requirements, decision sheets, and other documents used in the management and tracking of the project. The State of New Hampshire and Scientific Technologies Corporation Project Managers will review these tools and templates and determine which will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.
2. Prior to the commencement of work on Non-Software and Written Deliverables, Scientific Technologies Corporation shall provide to the State a template, table of contents, or agenda for Review and prior approval by the State.
3. Scientific Technologies Corporation shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are

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defined in Appendix C-2. Scientific Technologies Corporation shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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

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

2. DELIVERABLES SCHEDULE

Table 2.1a - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	PRISM CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
Pj-1.	Project Management		
PI-1.1.	Conduct Project Kickoff Meeting	Non-software	Pending G & C approval
PI-1.2.	Project master work plan, including milestones/deliverables	Written	10 days after G & C approval
PI-1.3.	Validation of Requirements for Work for November 2015 release	Written	10/21/2015
PI-1.4.	Validation of Requirements for Work for February 2016 release	Written	10/21/2015
PI-1.5.	Design Documentation for November 2015	Written	10/21/2015
PI-1.6.	Design Documentation for February 2016 release	Written	10/21/2015
PI-1.7.	Written status reports, meetings and updates to project plan	Non-software	Bi-Weekly

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PI-2.	System Software		
PI-2.1.	System walk through and review of syphilis interview functionality, adding system privilege for morbidity counting, and creating drop down for interview assignment in November 2015 release	Software	10/31/2015
PI-2.2.	System walk through/review for adding negative lab results to an existing field record and functionality to auto populate risk responses in November 2015 release	Software	10/31/2015
PI-2.3.	System ready for review and user testing syphilis interview functionality, adding system privilege for morbidity counting, and creating drop down for interview assignment in November 2015 release	Software	10/31/2015
PI-2.4.	System ready for ability to add negative lab results to existing field record and new functionality to auto populate risk responses in November 2015 release	Software	10/31/2015
PI-3.	User Acceptance Test (UAT)		
PI-3.1.	Test plan and scripts provided by STC for the November 2015 release	Written	10/31/2015
PI-3.2.	State tests functionality and provide UAT written feedback for all components for November 2015 release	Non-software	10/31/2015 to 11/30/15
PI-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for November 2015 release	Non-software	10/31/2015 to 11/30/15
PI-3.4.	State Acceptance of System (after UAT) for syphilis interview functionality in November 2015 release	Written	12/31/2015
PI-3.5.	State Acceptance of System (after UAT) for adding system privilege for morbidity counting in November 2015 release	Written	12/31/2015
PI-3.6.	State Acceptance of System (after UAT) for creating drop down for interview assignment in November 2015 release	Written	12/31/2015
PI-3.7.	State Acceptance of System (after UAT) for adding negative lab results to existing field record in November 2015 release	Written	12/31/2015
PI-3.8.	State Acceptance of System (after UAT) for new functionality to auto populate risk responses in November 2015 release	Written	12/31/2015
PI-4.	Training		
PI-4.1.	Virtual demo through a webinar of new system functionality for November 2015 release	Non-software	10/31/2015
PI-5.	Deployment		

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PI-5.1.	User operation manual for November 2015 release	Written	12/15/2015
PI-5.2.	User support plan for November 2015 release	Written	12/15/2015
PI-6.	Maintenance and Support		
PI-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NHEOSS)	Software	Ongoing

Table 2.1b - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	TB PAM CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
TBI-1.	Project Management		
TBI-1.1.	Conduct Project Kickoff Meeting	Software	Pending G & C approval
TBI-1.2.	Project master work plan, including milestones/deliverables	Written	10 days after G & C approval
TBI-1.3.	Validation of Requirements with signed CR for November 2015 release	Written	10/21/2015
TBI-1.4.	Validation of Requirements with signed CR for February 2016 release	Written	10/21/2015
TBI-1.5.	Design Documentation for November 2015 release	Written	10/21/2015
TBI-1.6.	Design Documentation for February 2016 release	Written	1/15/2016
TBI-1.7.	Written status reports, meetings and updates to project plan	Software	Bi-Weekly
TBI-2.	System Software		
TBI-2.1.	System walk through and review of laboratory tests and results displaying in TB PAM	Software	10/31/2015
TBI-2.2.	System ready for review and user testing laboratory tests and results displaying in TB PAM	Software	10/31/2015
TBI-3.	User Acceptance Test (UAT)		
TBI-3.1.	Test plan and scripts provided by STC for the November 2015 release	Written	10/31/2015
TBI-3.2.	State test functionality and provide UAT written feedback for all components for November 2015 release	Non-software	10/31/2015 to 11/30/15
TBI-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for November 2015 release	Non-software	10/31/2015 to 11/30/15

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Initial and Date All Pages:

Scientific Technologies Corporation Initials STWDate 10/3/2015

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TBI-3.4.	State Acceptance of System (after UAT) for laboratory tests and results displaying in TB PAM in November 2015 release.	Written	12/31/2015
TBI-4.	Training		
TBI-4.1.	Demo of new system functionality for displaying lab results in TB PAM.	Non-software	10/31/2015
TBI-5.	Deployment		
TBI-5.1.	User operation manual for November 2015 release	Written	12/15/2015
TBI-5.2.	User support plan for November 2015 release	Written	12/15/2015
TBI-6.	Maintenance and Support		
TBI-6.1.	Annual maintenance and support for TB PAM (combined with PRISM and NHEDSS)	Software	Ongoing

Table 2.1c - Implementation Schedule -Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	NHEDSS CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
NI-1.	Project Management		
NI-1.1.	Conduct Project Kickoff Meeting	Non-software	Pending G & C approval
NI-1.2.	Project master work plan, including milestones/deliverables	Written	10 days after G & C approval
NI-1.3.	Validation of Requirements with signed CR for Year 1 Work for November 2015 release	Written	10/21/2015
NI-1.4.	Validation of Requirements with signed CR for Year 2 Work for February 2016 release	Written	10/21/2015
NI-1.5.	Design Documentation for Year 1 for November 2015 release	Written	10/21/2015
NI-1.6.	Design Documentation for Year 2 for February 2016 release	Written	1/15/2016
NI-1.7.	Written status reports, meetings and updates to project plan	Non-software	Bi-Weekly
NI-2.	System Software		
NI-2.1.	System walk through and review of adding lost to follow up fields and enhanced shared alerts for November 2015 release	Software	10/31/2015
NI-2.2.	Review and development of ability to import a file and new functionality to create simple forms Part 1 for	Software	10/31/2015

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	November 2015		
NI-2.3.	System ready for review and user testing	Software	10/31/2015
NI-3.	User Acceptance Test (UAT)		
NI-3.1.	Test plan and scripts provided by STC for the November 2015 release	Written	10/31/2015
NI-3.2.	State test functionality and provide UAT written feedback for all components for November 2015 release	Non-software	10/31/2015 to 11/30/15
NI-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for November 2015 release	Non-software	10/31/2015 to 11/30/15
NI-3.4.	State Acceptance of System (after UAT) for adding lost to follow up fields in November 2015 release	Written	12/31/2015
NI-3.5.	State Acceptance of System (after UAT) for enhanced shared alerts in November 2015 release	Written	12/31/2015
NI-3.6.	State Acceptance of System (after UAT) for ability to import a file and new functionality to create simple forms Part 1 in November 2015 release	Written	12/31/2015
NI-4.	Training		
NI-4.1.	Demo of new system functionality for November 2015 release	Non-software	10/31/2015
NI-5.	Deployment		
NI-5.1.	User operation manual for November 2015 release	Written	12/15/2015
NI-5.2.	User support plan for November 2015 release	Written	12/15/2015
NI-6.	Maintenance and Support		
NI-6.1.	Annual maintenance and support for NHEDSS (combined with PRISM and TB PAM)	Software	11/01/2015

Table 2.1d - Implementation Schedule - Deliverables

Ref #	Deliverables	Deliverable Type	Delivery Date
	PRISM CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
P2-1.	Project Management		

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P2-1.1.	Conduct Project Kickoff Meeting	Non-software	1/15/2016
P2-1.2.	Project master work plan, including milestones/deliverables	Written	1/15/2016
P2-1.3.	Written status reports, meetings and updates to project plan	Non-software	Bi-Weekly
P2-1.4.	Validation of Requirements for Year 2 Work with State acceptance	Written	01/15/2016
P2-2.	System Software		
P2-2.1.	System walk-through and review of centralized notes functionality in February 2016 release	Non-Software	10/15/2015 to 1/15/2016
P2-2.2.	System ready for review and user testing for centralized notes in February 2016 release	Software	1/15/2016
P2-3.	User Acceptance Test (UAT)		
P2-3.1.	Test plan and scripts provided by STC for the February 2016 release	Written	1/15/2016
P2-3.2.	State test functionality and provide UAT written feedback for all components for February 2016 release	Non-Software	1/15/2016 to 1/30/2016
P2-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for February 2016 release.	Non-Software	1/30/2016
P2-3.4.	State Acceptance of System (after UAT) for centralized notes functionality in February 2016 release	Written	1/30/2016
P2-4.	Training		
P2-4.1.	Virtual demo through a webinar of new system functionality	Non-software	2/15/2016
P2-5.	Deployment		
P2-5.1.	User operations manual for February 2016 release	Written	3/15/2016
P2-5.2.	User Support plan for February 2016 release	Written	3/15/2016
P2-6.	Maintenance and Support		
P2-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NHEDSS)	Software	Ongoing
P2-7.	Optional		
P2-7.1.	Optional enhancements to be defined using the Change Order process	Written	12/31/2016

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Table 2.1e - Implementation Schedule - Deliverables

Ref #	Deliverables	Deliverable Type	Projected Delivery Date
	TB PAM CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
TB2-1.	Project Management		
TB2-1.1.	Conduct Project Kickoff Meeting	Non-software	1/5/2016
TB2-1.2.	Project master work plan, including milestones/deliverables	Written	1/15/2016
TB2-1.3.	Written status reports, meetings and updates to project plan	Non-software	Bi-Weekly
TB2-1.4.	Validation of Requirements for February 2016 with State acceptance	Written	01/15/2016
TB2-2.	System Software		
TB2-2.1.	System walk through and review of fields to capture criteria for nursing flow sheet in February 2016 release	Non-software	10/21/2015
TB2-2.2.	Systems walk through and review of transfer contact from latent TB case to active in May 2016 release	Non-software	1/15/2016 to 4/15/2016
TB2-2.3.	System ready for review and user testing for fields to capture criteria for nursing flow sheet in February 2016 release	Software	1/15/2016
TB2-2.4.	System ready for review and user testing for transfer contact from latent TB case to active in May 2016 release	Software	4/15/2016
TB2-3.	User Acceptance Test (UAT)		
TB2-3.1.	Test plan and scripts provided by STC for the February 2016 release	Written	1/15/2016
TB2-3.2.	State test functionality and provide UAT written feedback for all components for February 2016 release	Non-software	1/15/2016 to 1/30/2016
TB2-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for February 2016 release	Written	1/30/2016
TB2-3.4.	State Acceptance of System (after UAT) for nursing flow sheet in February 2016 release	Non-software	1/30/2016
TB2-3.5.	Test plan and scripts provided by STC for transfer contact from latent TB case to active in the May 2016 release	Written	4/15/2016
TB2-3.6.	State test functionality and provide UAT written feedback for all components for May 2016 release	Non-software	4/15/2016 to 4/30/2016
TB2-3.7.	Support State during UAT/ Share ALL Testing Results with Project Team for May 2016 release	Written	4/30/2016

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TB2-3.8.	State Acceptance of System (after UAT) for May 2016 release	Non-software	4/30/2016
TB2-4.	Training		
TB2-4.1.	Demo of new system functionality for fields to capture nursing flow sheet	Non-software	2/15/2016
TB2-4.2.	Demo of new functionality to transfer contact from latent TB to active	Non-software	4/15/2016
TB2-5.	Deployment		
TB2-5.1.	User operation manual for fields to capture criteria for nursing flow sheet	Written	3/15/2016
TB2-5.2.	User operation manual for transferring a contact from latent TB to active	Written	6/15/2016
TB2-6.	Maintenance and Support		
TB2-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NHEDSS)	Software	Ongoing
TB2-7.	Optional		
TB2-7.1.	Optional enhancements to be defined using the Change Order process	Written	12/31/2016

Table 2.1f - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	NHEDSS CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
N2-1.	Project Management		
N2-1.1.	Conduct Project Kickoff Meeting	Non-software	Pending G & C approval
N2-1.2.	Project master work plan, including milestones/deliverables	Written	10 days after G & C approval
N2-1.3.	Written status reports, meetings and updates to project plan	Non-software	Weekly
N2-1.4.	Validation of Requirements for Year 2 Work with State acceptance	Written	01/15/2016
N2-2.	System Software		
N2-2.1.	System walk through and review of physician card functionality with Lyme disease and ability to create a customizable, real time supplemental form for February 2016 release	Software	10/21/2016

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N2-2.2.	System ready for review and user testing for physician card functionality with Lyme disease and ability to create a customizable, real-time supplemental form for February 2016 release	Software	10/21/2015 to 1/15/2016
N2-3.	User Acceptance Test (UAT)		
N2-3.1.	Test plan and scripts provided by STC for the February 2016 release	Written	1/15/2016
N2-3.2.	State test functionality and provide UAT written feedback for all components for February 2016 release	Non-software	1/15/2016 to 1/30/2016
N2-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for February 2016 release	Non-software	1/30/2016
N2-3.4.	State Acceptance of System (after UAT) for physician card functionality with Lyme disease in February 2016 release in February 2016 release	Written	1/30/2016
N2-3.5.	State Acceptance of System (after UAT) for ability to create a customizable, real-time supplemental form in February 2016 release	Written	1/30/2016
N2-4.	Training		
N2-4.1.	Demo of new system functionality	Non-software	1/30/2016
N2-5.	Deployment		
N2-5.1.	User operation manual for February 2016 release	Written	3/15/2016
N2-5.2.	User support plan for February 2016 release	Written	3/15/2016
N2-6.	Maintenance and Support		
N2-6.1.	Annual maintenance and support for NHEDSS (combined with PRISM and TB PAM)	Software	Ongoing
N2-7.	Optional		
N2-7.1.	Optional enhancements to be defined using the Change Order Process	Software	12/31/2016

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Table 2.1g - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEAR 3 MAINTENANCE SUPPORT AND ENHANCEMENTS		
C3-1.	Maintenance and Support		
C3-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEDSS (SFY 17)	Non-software	01/01/2017 04/01/2017
C3-1.2.	Annual maintenance and support for PRISM, TB PAM and NHEDSS (SFY 18)	Non-software	07/01/2018 10/01/2018
C3-2.	Optional		
C3-2.1.	Optional enhancements to be defined using the Change Order Process	Software	12/31/2017

Table 2.1h - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEAR 4 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
C4-1.	Maintenance and Support		
C4-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEDSS (SFY 18/19)	Software	Quarterly
C4-2.	Optional		
C4-2.1.	Optional enhancements to be defined using the Change Order Process	Software	12/31/2018

Table 2.1i - Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEAR 5 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
C5-1.	Maintenance and Support		
C6-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEDSS (SFY 19)	Software	01/01/2019 04/01/2019
C6-1.2.	Annual maintenance and support for PRISM, TB PAM and NHEDSS (SFY 20)		07/01/2019 10/01/2019

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C5-2	Optional		
C5-2.1	Optional enhancements to be defined using the Change Order Process	Software	12/31/2019

Table 2.1) Implementation Schedule - Deliverables

Ref #	Deliverable	Deliverable Type	Projected Delivery Date
	CALENDAR YEAR 6 MAINTENANCE, SUPPORT AND ENHANCEMENTS		
C6-1	Maintenance and Support		
C6-1.1	Annual maintenance and support for PRISM, TB PAM and NHEDSS	Software	Quarterly
C6-2	Optional		
C6-2.1	Optional enhancements to be defined using the Change Order Process	Software	06/30/2020

3. TRAINING DELIVERABLES

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

4. SOFTWARE LICENSES

Software Licenses are set forth in Contract Exhibit J: *Software License* and associated pricing is established in Contract Exhibit B: *Price and Payment Schedule*.

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1. PAYMENT SCHEDULE

1.2 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract totaling \$1,863,522 for the period between Date of Governor and Executive Council approval, through June 30, 2020. Scientific Technologies Corporation shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Scientific Technologies Corporation to invoice the State for the following activities, deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below:

Table 1.2a: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	PRISM CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
PI-1:	Project Management			
PI-1.1.	Conduct Project Kickoff Meeting	Pending G & C approval		
PI-1.2.	Project master work plan, including milestones/deliverables	10 days after G & C approval		
PI-1.3.	Validation of Requirements for Work for November 2015 release	10/21/2015		
PI-1.4.	Validation of Requirements for Work for February 2016 release	10/21/2015		
PI-1.5.	Design Documentation for November 2015	10/21/2015		
PI-1.6.	Design Documentation for February 2016 release	10/21/2015		
PI-1.7.	Written status reports, meetings and updates to project plan	Bi-Weekly		
PI-2:	System Software			
PI-2.1.	System walk through and review of syphilis interview functionality, adding system privilege for morbidity counting, and creating drop down for interview assignment in November 2015 release	10/31/2015		
PI-2.2.	System walk through/review for adding negative lab results to an existing field record and functionality to auto populate	10/31/2015		

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	risk responses in November 2015 release			
PI-2.3.	System ready for review and user testing syphilis interview functionality, adding system privilege for morbidity counting, and creating drop down for interview assignment in November 2015 release	10/31/2015		
PI-2.4.	System ready for ability to add negative lab results to existing field record and new functionality to auto populate risk responses in November 2015 release	10/31/2015		
PI-3.	User Acceptance Test (UAT)			
PI-3.1.	Test plan and scripts provided by Scientific Technologies Corporation for the November 2015 release	10/31/2015		
PI-3.2.	State test functionality and provide UAT written feedback for all components for November 2015 release	10/31/2015 to 11/30/15		
PI-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for November 2015 release	10/31/2015 to 11/30/15		
PI-3.4.	State Acceptance of System (after UAT) for syphilis interview functionality in November 2015 release	12/31/2015	\$3,530	
PI-3.5.	State Acceptance of System (after UAT) for adding system privilege for morbidity counting in November 2015 release.	12/31/2015	\$8,780	
PI-3.6.	State Acceptance of System (after UAT) for creating drop, down for interview assignment in November 2015 release	12/31/2015	\$7,060	
PI-3.7.	State Acceptance of System (after UAT) for adding negative lab results to existing field record in November 2015 release	12/31/2015	\$14,300	
PI-3.8.	State Acceptance of System (after UAT) for new functionality to auto populate risk responses in November 2015 release	12/31/2015	\$3,530	
PI-4.	Training			
PI-4.1.	Virtual demo through a webinar of new system functionality.	10/31/2015		
PI-5.	Deployment			
PI-5.1.	User operation manual	12/15/2015		

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PI-5.2.	User support plan	12/15/2015		
PI-6.	Maintenance and Support			
PI-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NHEDSS)	Ongoing		
	PRISM CALENDAR YEAR 1 SUBTOTAL		\$37,200	

Table 1.2b: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	TB PAM CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
TB1-1.	Project Management			
TB1-1.1.	Conduct Project Kickoff Meeting	Pending G & C approval		
TB1-1.2.	Project master work plan, including milestones/deliverables	10 days after G & C approval		
TB1-1.3.	Validation of Requirements with signed CR for November 2015 release. Signed CR.	10/21/2015		
TB1-1.4.	Validation of Requirements with signed CR for February 2016 release. Signed CR	10/21/2015		
TB1-1.5.	Design Documentation for November 2015 release	10/21/2015		
TB1-1.6.	Design Documentation for February 2016 release	1/15/2016		
TB1-1.7.	Written status reports, meetings and updates to project plan	Bi-Weekly		
TB1-2.	System Software			
TB1-2.1.	System walk through and review of laboratory tests and results displaying in TB PAM	10/31/2015		
TB1-2.2.	System ready for review and user testing laboratory tests and results displaying in TB PAM	10/31/2015		

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TB1-3.	User Acceptance Test (UAT)			
TB1-3.1.	Test plan and scripts provided by Scientific Technologies Corporation for the November 2015 release	10/31/2015		
TB1-3.2.	State test functionality and provide UAT written feedback for all components for November 2015 release	10/31/2015 to 11/30/15		
TB1-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for November 2015 release	10/31/2015 to 11/30/15		
TB1-3.4.	State Acceptance of System (after UAT) for laboratory tests and results displaying in TB PAM in November 2015 release	12/31/2015	\$14,000	
TB1-4.	Training			
TB1-4.1.	Demo of new system functionality for displaying lab results in TB PAM.	10/31/2015		
TB1-5.	Deployment			
TB1-5.1.	User operation manual for November 2015 release	12/15/2015		
TB1-5.2.	User support plan for November 2015 release	12/15/2015		
TB1-6.	Maintenance and Support			
TB1-6.1.	Annual maintenance and support for TB PAM (combined with PRISM and NHEDSS)	Ongoing		
	TB PAM CALENDAR YEAR 1 SUBTOTAL		\$14,000	

Table 1.2c: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amounts
	NHEDSS CALENDAR YEAR 1 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
NI-1.	Project Management			
NI-1.1.	Conduct Project Kickoff Meeting	Pending G & C approval		

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NI-1.2.	Project master work plan, including milestones/deliverables	10 days after G & C approval		
NI-1.3.	Validation of Requirements with signed CR for November 2015 release	10/21/2015		
NI-1.4.	Validation of Requirements for February 2016 release. Signed CR	10/21/2015		
NI-1.5.	Design Documentation for November 2015 release	10/21/2015		
NI-1.6.	Design Documentation for February 2016 release	12/11/2015		
NI-1.7.	Written status reports, meetings and updates to project plan	Bi-Weekly		
NI-2.	System Software			
NI-2.1.	Review and development of adding lost to follow up fields and enhanced shared alerts for November 2015 release	10/31/2015		
NI-2.2.	Review and development of ability to import a file and new functionality to create simple forms Part 1 for November 2015	10/31/2015		
NI-2.3.	System ready for review and user testing	10/31/2015		
NI-3.	User Acceptance Test (UAT)			
NI-3.1.	Test plan and scripts provided by Scientific Technologies Corporation for the November 2015 release	10/31/2015		
NI-3.2.	State test functionality and provide UAT, written feedback for all components for November 2015 release	10/31/2015 to 11/30/15		
NI-3.3.	Support State during UAT/ Share All. Testing Results with Project Team for November 2015 release	10/31/2015 to 11/30/15		
NI-3.4.	State Acceptance of System (after UAT) for adding lost to follow up fields in November 2015 release	12/31/2015	\$9,400	
NI-3.5.	State Acceptance of System (after UAT) for enhanced shared alerts in November 2015 release	12/31/2015	\$6,000	
NI-3.6.	State Acceptance of System (after UAT) for ability to import a file and new functionality to create simple	12/31/2015	\$50,000	

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	forms Part 1 in November 2015 release			
N1-4.	Training			
N1-4.1.	Demo of new system functionality for November 2015 release	10/31/2015		
N1-5.	Deployment			
N1-5.1.	User operation manual for November 2015 release	12/15/2015		
N1-5.2.	User support plan for November 2015 release	12/15/2015		
N1-6.	Maintenance and Support			
N1-6.1.	Annual maintenance and support for NHEDSS (combined with PRISM and TB PAM) (SFY16)	11/01/2015	\$41,781	
	NHEDSS Calendar Year 1 Subtotal:		\$111,271	
	Year 1 Subtotal for PRISM, TB PAM, and NHEDSS:		\$162,471	

Table 1.2d: Payment Schedule

Ref #	Deliverables	Delivery Date	Price	Payment Amount
	PRISM CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
P2-1.	Project Management			
P2-1.1.	Conduct Project Kickoff Meeting	1/5/2016		
P2-1.2.	Project master work plan, including milestones/deliverables	1/15/2016		
P2-1.3.	Written status reports, meetings and updates to project plan	Bi-Weekly		
P2-1.4.	Validation of Requirements for Year 2 Work with State acceptance	01/15/2016		
P2-2.	System Software			
P2-2.1.	System walk-through and review of centralized notes functionality in February 2016 release	10/21/2015		
P2-2.2.	System ready for review and user testing for centralized notes in February 2016	1/15/2016		

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	release			
P2-3.	User Acceptance Test (UAT)			
P2-3.1.	Test plan and scripts for centralized notes functionality	1/15/2016		
P2-3.2.	Test functionality and provide UAT written feedback for all components	1/15/2016 to 1/30/2016		
P2-3.3.	Support State during UAT/ Share ALL Testing Results with State Project Team	1/30/2016		
P2-3.4.	State Acceptance of System (after UAT) for centralized notes functionality in February 2016 release	1/30/2016	\$7,800	
P2-4.	Training			
P2-4.1.	Virtual demo through a webinar of new system functionality	2/15/2016		
P2-5.	Deployment			
P2-5.1.	User operation manual	3/15/2016		
P2-5.2.	User support plan	3/15/2016		
P2-6.	Maintenance and Support			
P2-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NHEOSS)	Ongoing		
P2-7.	Optional			
P2-7.1.	Optional enhancements to be defined using the Change Order process	12/31/2016	\$14,000	
	PRISM Calendar Year 2 Subtotal:		\$21,800	

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Table 1.2e : Payment Schedule

Ref #	Deliverables	Projected Delivery Date	Price	Payment Amount
	TB PAM CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
TB2-1.	Project Management			
TB2-1.1.	Conduct Project Kickoff Meeting	1/5/2016		
TB2-1.2.	Project master work plan, including milestones/deliverables	1/15/2016		
TB2-1.3.	Written status reports, meetings and updates to project plan	Bi-Weekly		
TB2-1.4.	Validation of Requirements for February 2016 with State acceptance	01/15/2016		
TB2-2.	System Software			
TB2-2.1.	Systems walk through and review of fields to capture criteria for nursing flow sheet in February 2016 release.	10/15/2015 to 1/15/2016		
TB2-2.2.	Systems walk through and review of transfer contact from latent TB case to active in May 2016 release	1/15/2016 to 4/15/2016		
TB2-2.3.	System ready for review and user testing for fields to capture criteria for nursing flow sheet in February 2016 release.	1/15/2016		
TB2-2.4.	System ready for review and user testing for transfer contact from latent TB case to active in May 2016 release	4/15/2016		
TB2-3.	User Acceptance Test (UAT)			
TB2-3.1.	Test plan and scripts provided by Scientific Technologies Corporation for the February 2016 release	1/15/2016		
TB2-3.2.	State test functionality and provide UAT written feedback for all components for February 2016 release	1/15/2016 to 1/30/2016		

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TB2-3.3.	Support State during UAT/ Share ALL Testing Results with Project Team for February 2016 release	1/30/2016		
TB2-3.4.	State Acceptance of System (after UAT) for nursing flow sheet in February 2016 release	1/30/2016		
TB2-3.5.	Test plan and scripts provided by Scientific Technologies Corporation for transfer contact from latent TB case to active in the May 2016 release	4/15/2016	\$17,000	
TB2-3.6.	State test functionality and provide UAT written feedback for all components for May 2016 release	4/15/2016 to 4/30/2016	\$17,000	
TB2-3.7.	Support State during UAT/ Share ALL Testing Results with Project Team for May 2016 release	4/30/2016		
TB2-3.8.	State Acceptance of System (after UAT) for May 2016 release	4/30/2016		
TB2-4.	Training			
TB2-4.1.	Demo of new system functionality for fields to capture nursing flow sheet	2/15/2016		
TB2-4.2.	Demo of new functionality to transfer contact from latent TB to active	4/15/2016		
TB2-5.	Deployment			
TB2-5.1.	User operation manual for fields to capture criteria for nursing flow sheet	3/15/2016		
TB2-5.2.	User operation manual for transferring a contact from latent TB to active	6/15/2016		
TB2-6.	Maintenance and Support			
TB2-6.1.	Annual maintenance and support for PRISM (combined with TB PAM and NIIEDSS)	Ongoing		
TB2-7.	Optional			
TB2-7.1.	Optional enhancements to be defined using the Change Order process	12/31/2016		
	TB PAM Calendar Year 2 Subtotal:		\$34,000	

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Table 1.2f: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	NHEUSS CALENDAR YEAR 2 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
N2-1.	Project Management			
N2-1.1.	Conduct Project Kickoff Meeting	1/5/2016		
N2-1.2.	Project master work plan, including milestones/deliverables	1/15/2016		
N2-1.3.	Written status reports, meetings and updates to project plan	Weekly		
N2-1.4.	Validation of Requirements for Year 2 Work with State acceptance	01/15/2016		
N2-2.	System Software			
N2-2.1.	System walk through and review of physician card functionality with lyme disease and ability to create a customizable, real time supplemental form for February 2016 release	10/21/2016		
N2-2.2.	System ready for review and user testing for physician card functionality with lyme disease and ability to create a customizable, real-time supplemental form for February 2016 release	10/21/2015 to 1/15/2016		
N2-3.	User Acceptance Test (UAT)			
N2-3.1.	Test plan and scripts	1/15/2016		
N2-3.2.	Test functionality and provide UAT written feedback for all components	1/15/2016 to 1/30/2016		
N2-3.3.	Support State during UAT/ Share ALL Testing Results with State Project Team	1/30/2016		
N2-3.4.	State Acceptance of System (after UAT) for physician card functionality with lyme disease in February 2016 release	1/30/2016	\$19,600	
N2-3.5.	State Acceptance of System (after UAT) for ability to create a customizable, real-time	1/30/2016	\$50,000	

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	supplemental form in February 2016 release			
N2-4.	Training			
N2-4.1.	Demo of new system functionality	1/30/2016		
N2-5.	Deployment			
N2-5.1.	User operation manual	3/15/2016		
N2-5.2.	User support plan	3/15/2016		
N2-6.	Maintenance and Support			
N2-6.1.	Annual maintenance and support for NHDSS (combined with PRISM and TB PAM) (SFY 16/17)	Quarterly	\$275,227 (paid quarterly)	
N2-7.	Optional			
N2-7.1.	Optional enhancements to be defined using the Change Order Process	12/31/2016	\$40,000	
	NHDSS Calendar Year Two Subtotal:		\$384,827	
	Year 2 Subtotal for PRISM, TB PAM, and NHDSS:		\$440,627	

Table 1.2g: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEAR 3 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C3-1.	Maintenance and Support			
C3-1.1.	Annual maintenance and support for PRISM, TB PAM and NHDSS (SFY 17)	01/01/2017 04/01/2017	\$137,613 (paid quarterly)	
C3-1.2.	Annual maintenance and support for PRISM, TB PAM and NHDSS (SFY 18)	07/01/2018 10/01/2018	\$140,366 (paid quarterly)	
C3-2.	Optional			
C3-2.1.	Optional enhancements to be defined using the Change Order Process	12/31/2017	\$85,000	

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Year 3 Subtotal for PRISM, TB PAM, and NHEOSS:		\$362,980	
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Table 1.2h: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEAR 4 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C4-1.	Maintenance and Support			
C4-1.1.	Annual maintenance and support for PRISM, TB PAM and NHEOSS (SFY 18/19)	Quarterly	\$280,732 (paid quarterly)	
C4-2.	Optional			
C4-2.1.	Optional enhancements - to be defined using the Change Order Process	12/31/2018	\$75,000	
	Year 4 Subtotal for PRISM, TB PAM, and NHEOSS:		\$355,732	

Table 1.2i : Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEAR 5 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C5-1.	Maintenance and Support			
C5-2.1.	Annual maintenance and support for PRISM, TB PAM and NHEOSS (SFY 19)	01/01/2019 04/01/2019	\$140,366 (paid quarterly)	
C5-2.2.	Annual maintenance and support for PRISM, TB PAM and NHEOSS (SFY 20)	07/01/2019 10/01/2019	\$143,173 (paid quarterly)	
C5-2.	Optional			
C5-2.1.	Optional enhancements to be defined using the Change Order Process	12/31/2019	\$70,000	
	Year 5 Subtotal for PRISM, TB PAM, and NHEOSS:		\$353,539	

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Table 1.2j: Payment Schedule

Ref #	Deliverable	Projected Delivery Date	Price	Payment Amount
	CALENDAR YEAR 6 MAINTENANCE, SUPPORT AND ENHANCEMENTS			
C5-3.	Maintenance and Support			
C5-3.1.	Annual maintenance and support for PRISM, TB PAM and NHEDSS	Quarterly	\$143,173 (paid quarterly)	
C5-4.	Optional			
C5-4.1.	Optional enhancements to be defined using the Change Order Process	06/30/2020	\$45,000	
	Year 6 Subtotal for PRISM, TB PAM, and NHEDSS:		\$188,173	
	GRAND TOTAL- CALENDAR YEARS 1 TO 6:		\$1,863,522	

1.3 Enhancement Pricing Summary

Table 1.3: Enhancement Pricing Summary Table

	PRISM	TB PAM	NHEDSS	TOTAL
CY 1 (2015)	\$37,200	\$14,000	\$80,400	\$131,600
CY 2 (2016)	\$21,800	\$34,000	\$94,600	\$150,400
CY 3 (2017)	\$20,000	\$15,000	\$50,000	\$75,000
CY 4 (2018)	\$15,000	\$10,000	\$50,000	\$75,000
CY 5 (2019)	\$15,000	\$5,000	\$50,000	\$70,000
CY 6 (2020)	\$15,000	\$5,000	\$25,000	\$45,000
TOTAL	\$124,000	\$83,000	\$350,000	\$557,000

1.4 Future Vendor Rates

The State may request additional Services from the selected Vendor and requires rates in the event that additional Service is required.

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Table 1.4a: Future Vendor Rates - Maintenance

Position Title	SFY 2016 7/1/15-6/30/16	SFY 2017 7/1/16-6/30/17	SFY 2018 7/1/17- 6/30/18	SFY 2019 7/1/18-6/30/19	SFY 2020 7/1/19-6/30/20
Project Manager (Karen Chin)	\$206.70	\$219.10	\$232.25	\$246.18	\$260.95
Account Executive (Chrissie Gorman)	\$218.36	\$231.46	\$245.35	\$260.07	\$275.67
Developer (Bruno Bernard)	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72
Developer (Marcus Wilson)	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72
Help Desk Specialist (Tier 2 staff)	\$112.36	\$119.10	\$126.25	\$133.82	\$141.85

Table 1.4b: Future Vendor Rates - Enhancements

Position Title	SFY 2016 7/1/15-6/30/16	SFY 2017 7/1/16-6/30/17	SFY 2018 7/1/17- 6/30/18	SFY 2019 7/1/18-6/30/19	SFY 2020 7/1/19-6/30/20
Project Manager (Karen Chin)	\$206.70	\$219.10	\$232.25	\$246.18	\$260.95
Account Executive (Chrissie Gorman)	\$218.36	\$231.46	\$245.35	\$260.07	\$275.67
Developer (Bruno Bernard)	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72
Developer (Marcus Wilson)	\$155.82	\$165.17	\$175.08	\$185.58	\$196.72
Help Desk Specialist (Tier 2 staff)	\$112.36	\$119.10	\$126.25	\$133.82	\$141.85

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1.5 Software Licensing, Maintenance, and Support Pricing

Table 1.5: Licensing, Maintenance and Support Pricing

System Name	Maintenance and Support					Total Cost
	SFY 2016	SFY 2017	SFY 2018	SFY 2019	SFY 2020	
NHEDSS, PRISM, and TB PAM 038 Contract Funds, Includes Software License	\$183,485	\$275,227				
NHEDSS, PRISM, and TB PAM Purchase Order Extension Funds (\$4591,743)						
Projected 038 Funds			\$280,732	\$280,732	\$286,346	
TOTAL 038 Funds						\$1,306,522

2. 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 \$1,863,522. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Scientific Technologies Corporation for all fees and expenses, of whatever nature, incurred by Scientific Technologies Corporation in the performance hereof.

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

3. INVOICING

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

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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.

Invoices shall be sent to:

Shelley Swanson
Bureau of Infectious Disease Control
Division of Public Health Services
New Hampshire Department of Health and Human Services
29-Hazen Drive
Concord, NH 03301-6504
Phone: 603-271-7635
Email: sswanson@dohhs.state.nh.us

Note: Scientific Technologies Corporation may elect to have an electronic ACH through following the State registration process.

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Scientific Technologies Corporation
8444 N. 90th St., Suite 100
Scottsdale, AZ 852585

5. OVERPAYMENTS TO SCIENTIFIC TECHNOLOGIES CORPORATION

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

6. CREDITS

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

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1. SPECIAL PROVISIONS

1.1 Contractor's Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

- 1. Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
- 2. Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
- 3. Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 3.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;**
 - 3.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;**

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- 3.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.
4. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 4.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 4.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 4.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
5. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be Confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly

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connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

6. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
7. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 7.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
8. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
9. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any

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governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

10. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 10.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 10.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 10.3. Monitor the subcontractor's performance on an ongoing basis
 - 10.4. DHHS shall, at its discretion, review and approve all subcontracts. If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

11. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights; Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Nonprofit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a

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certification form to the OCR to claim the exemption. EEOC Certification Forms are available at: <http://www.eeoc.gov/about/ocr/pdfs/cert.pdf>.

- 12. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
- 13. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

1.2 Contract 2015 - 063, Agreement - Part 1, subparagraph 18.1 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

18.1 CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the

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continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, 05-95-90-902010-5260-102-500731 or any other account, in the event funds are reduced or unavailable.

1.3 Contract 2015 - 063, Agreement - Part 1, Subparagraph 14 of the General Provisions of this contract, **TERMINATION BY STATE**, is amended by adding the following language:

14.2 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

14.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

14.4 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. INSURANCE

2.1 Contract 2015 - 063, Agreement - Part 1, Subparagraph 18.24.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

18.24.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and

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\$1,000,000 per occurrence and umbrella liability coverage in the amount of
\$4,000,000 per occurrence.

3. **EXTENSION3.1** This agreement has the option for a potential extension of up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

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1. TRAVEL EXPENSES

The Scientific Technologies Corporation must assume all reasonable travel and related expenses. All labor rates will be "fully loaded", including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.

2. SHIPPING AND DELIVERY FEE EXEMPTION

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

3. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Scientific Technologies Corporation with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required completing the contracted Services:

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Scientific Technologies Corporation to perform its obligations under the Contract.

4. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Scientific Technologies Corporation shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Scientific Technologies Corporation shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

5. RECORDS RETENTION AND ACCESS REQUIREMENTS

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

Scientific Technologies Corporation and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Scientific Technologies Corporation and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period. Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal

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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. Scientific Technologies Corporation shall include the record retention and review requirements of this section in any of its subcontracts.

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

6. ACCOUNTING REQUIREMENTS

Scientific Technologies Corporation shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Scientific Technologies Corporation shall maintain records pertaining to the Services and all other costs and expenditures.

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IMPLEMENTATION SERVICES**

I. STATE MEETINGS AND REPORTS

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

Scientific Technologies Corporation Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. **Kickoff Meeting:** Participants will include the State and Scientific Technologies Corporation Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.
- b. **Status Meetings:** Participants will include, at the minimum, the Scientific Technologies Corporation Project Manager and the State Project Manager. These meetings will be conducted at least weekly for PRISM and TB PAM work and bi-weekly for NHEDSS work and address overall Project status and any additional topics needed in order to ensure that the Project remains on schedule and within budget. A written status will be emailed to the State Project Manager. An error report from Scientific Technologies Corporation shall serve as the basis for discussion.
- c. **The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.
- d. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.
- e. **Exit Meeting:** Participants will include Project leaders from Scientific Technologies Corporation and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects Scientific Technologies Corporation to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be Scientific Technologies Corporation's responsibility.

The Scientific Technologies Corporation Project Manager or Scientific Technologies Corporation Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Scientific Technologies Corporation's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. Scientific Technologies Corporation shall produce Project status reports, which shall contain, at a minimum, the following:

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1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.
7. Report and remedies in case of falling behind Schedule

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

2. IMPLEMENTATION STRATEGY

2.1 Key Components

Scientific Technologies Corporation shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan:

Scientific Technologies Corporation and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

The Scientific Technologies Corporation team will provide training templates as defined in the Training Plan, which will be customized to address the State's specific requirements. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for enhancement of material as functionality is defined and configured.

Scientific Technologies Corporation shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new system. A focus on technology transition shall be deemed a priority.

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

Scientific Technologies Corporation shall adopt an Implementation time-line aligned with the State's required time-line.



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2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

3. PROJECT MANAGEMENT METHOD

Scientific Technologies Corporation shall follow a custom designed project management methodology from Agile Project Management and Water Fall (Project Management Institute - PMI) Project Management. The approach has adapted portions of Agile and Water Fall to provide the ability to be more iterative and flexible. Scientific Technologies Corporation shall conduct a "Fit for Purpose"/ "Client Fit" review that will enable Scientific Technologies Corporation to tailor the project management approach based upon the needs and experience of the State. The approach incorporates Gates (Customer sign-off prior to moving to next phase) to ensure we are meeting the State's needs.

Scientific Technologies Corporation has provided an outline of project management.

- A. standard project will have the following:
 - 1. Requirements Gathering / Review – Client Sign-off
 - 2. Communications Plan
 - a. Communications Matrix / Plan
 - b. Roles & Responsibilities.
 - c. RASCI - Responsibility Assignment Matrix
 - 3. Risk Management
 - a. Risks that are considered High-Impact and High-Probability
 - b. An approved mitigation plan.
 - c. Mitigation plans for: High-Probability and Medium-Impact, Medium Probability and High-Impact
 - 4. Change Management – All have client Sign-off
 - 5. Project Issue Management
 - 6. Project Management Schedule / Plan
 - 7. Status Reports
 - 8. Go-Live
 - a. Go-Live Go/No-Go – Client Sign-off
 - b. Go-Live Plan
 - 9. Project Close / Transition to Maintenance Plan – Client
 - a. Sign-off
 - 10. Lessons Learned
 - 11. Other

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Project Management Tools:

1. Project Schedules are created with Microsoft Project 2010 or 2013.
2. Confluence Project Site – A Software tool to foster communication and collaboration is integrated with the Scientific Technologies Corporation software enhancement tool, Jira. The State staff shall have accounts to Confluence and Jira to create tickets, review meeting minutes, and other system documentation.

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EXHIBIT E-1
SECURITY AND INFRASTRUCTURE**

I. SECURITY

Scientific Technologies Corporation shall ensure that appropriate levels of security are implemented and maintained in order to protect the confidentiality, integrity, reliability and availability of the State's Information Technology resources, information, and services. Security requirements are defined in Exhibit H of this Contract. Scientific Technologies Corporation shall provide the State with resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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EXHIBIT F
TESTING SERVICES**

When Software enhancements are developed, Scientific Technologies Corporation shall provide the following Products and Services described in this Exhibit F, including but not limited to:

I. TESTING AND ACCEPTANCE

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

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

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

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

1.1 Test Planning and Preparation

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

As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon Scientific Technologies Corporation's Project Manager's Certification, in writing, that Scientific Technologies Corporation's own staff has successfully executed all prerequisite Scientific Technologies Corporation testing, along with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

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

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

Scientific Technologies Corporation must demonstrate that their testing methodology can be integrated with the State standard methodology.

1.2 Unit Testing

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

The goal is to find errors in the smallest unit of software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

The Scientific Technologies Corporation developer, who is responsible for a specific unit of work, will be responsible for conducting the unit testing of their modules.

	Develop the scripts needed to unit test individual application modules, interface(s) and conversion components.
	For application modules, conversions and interfaces the Scientific Technologies Corporation team will identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.
	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and data to conduct the test, the process for test execution, and the expected results.

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1.3 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

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

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

1.4 User Acceptance Testing (UAT)

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

The Scientific Technologies Corporation's Project Manager must certify in writing, that the Scientific Technologies Corporation's own staff has successfully executed all prerequisite

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Scientific Technologies Corporation testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

The State shall be presented with all testing results, as well as written Certification that Scientific Technologies Corporation has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence testing within five (5) business days of receiving Certification, in writing, from Scientific Technologies Corporation that the system is installed, configured, complete and ready for State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

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

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

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

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

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

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	<ul style="list-style-type: none"> • Work jointly with Scientific Technologies Corporation in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
	<p>The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.</p>

1.5 Performance Tuning and Stress Testing

Performance and stress testing will not be performed as a part of this contract. The PRISM application is considered a third-party application and its underlying architectural design and non-functional capabilities are outside the control of Scientific Technologies Corporation. However, Scientific Technologies Corporation is willing to work with the State to analyze and diagnose any untoward results of performance testing performed by the state or other parties.

1.6 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Scientific Technologies Corporation of the nature of the testing failures in writing. The Scientific Technologies Corporation will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.
- b. Scientific Technologies Corporation shall notify the State no later than <five (5) business days> from the Scientific Technologies Corporation's receipt of written notice of the test failure when Scientific Technologies Corporation expects the corrections to be completed and ready for retesting by the State. Scientific Technologies Corporation will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c. When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Scientific Technologies Corporation based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 1. validate that the change/update has been properly incorporated into the program; and
 2. validate that there has been no unintended change to the other portions of the program.

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- d. Scientific Technologies Corporation will be expected to:
 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 3. Manage the entire cyclic process.
- e. Scientific Technologies Corporation will be expected to execute the regression test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Scientific Technologies Corporation will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Scientific Technologies Corporation will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.7 Security Review and Testing

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

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. 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. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests), code analysis, and review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log into a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.

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 Initial and Date All Pages:
 Scientific Technologies Corporation Initials 
 Date: 10/3/2015

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Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
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.

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. Tests shall, at a minimum, cover each of the service components.

Prior to the System being moved into production Scientific Technologies Corporation shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.8 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

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MAINTENANCE AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Scientific Technologies Corporation shall maintain and support the System in all material respects as described in the Statement of Work for Maintenance (Attachment 3) and Statement of Work for Development (Attachment 4), applicable program Documentation through the contract end date.

1.1 Scientific Technologies Responsibility

Scientific Technologies shall maintain the in accordance with the Contract. Scientific Technologies Corporation will not be responsible for maintenance or support for Software developed or modified by the State including but not limited to new version releases, bug fixes, improvements and patches. Scientific Technologies Corporation is not responsible for the maintenance of hardware or software developed by the State. See Attachments 3 and 4, for Statement of Work for Maintenance and Development.

1.1.1 Maintenance Releases

Scientific Technologies Corporation shall make available to the State at least four (4) updates releases per a year per a year for general maintenance releases, and any other selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 Scientific Technologies Corporation's Responsibility

Scientific Technologies Corporation will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

- a. **Class A Deficiencies (Telephone Support)**
For all Class A Deficiencies, Scientific Technologies Corporation shall provide, to the State, on-call telephone assistance, with issue tracking available to the State, twenty four (24) hours per day and seven (7) days a week with an e-mail / telephone response within two (2) hours of request;
- b. **Class A Deficiencies (On-site or Remote Support)**
For all Class A Deficiencies, Scientific Technologies Corporation shall provide support on-site, or with remote diagnostic services, within four (4) business hours of a request; and
- c. **Class B & C Deficiencies** -The State shall notify the Scientific Technologies Corporation of such Deficiencies during regular business hours and the Scientific

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Technologies Corporation shall respond back within four (4) hours of notification of planned corrective action:

3. SUPPORT OBLIGATIONS AND TERM

- 3.1 Scientific Technologies Corporation shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract;
- 3.2 Scientific Technologies Corporation shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State;
- 3.3 For all maintenance Services calls, Scientific Technologies Corporation shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by; and
- 3.4 Scientific Technologies Corporation must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.
- 3.5 If Scientific Technologies Corporation fails to correct a Deficiency within the allotted period of time stated above, Scientific Technologies Corporation shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2, Exhibit C, Section 3, as well as to return Scientific Technologies Corporation's product and receive a refund for all amounts paid to Scientific Technologies Corporation, including but not limited to, applicable license fees, within ninety (90) days of notification to Scientific Technologies Corporation of the State's refund request.
- 3.6 If Scientific Technologies Corporation fails to correct a Deficiency within the allotted period of time stated above, Scientific Technologies Corporation shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

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EXHIBIT H
REQUIREMENTS

Contract Requirements described in Contract Attachment 2 - Contract Requirements, Contract Attachment 3 - Scientific Technologies Corporation Statement of Work NHEDSS Software Development 2015-2016 7-17-2015, and Contract Attachment 4 - Scientific Technologies Corporation Statement of Work NHEDSS Software Maintenance & Support 2015-2016 7-17-2015 are hereby incorporated into this contract.

Initial and Date All Pages:

Scientific Technologies Corporation Initials



Date: 10/3/2015

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EXHIBIT 1
WORK PLAN**

Scientific Technologies Corporation's Project Manager and the State Project manager shall finalize the Work Plan within ten (10) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Scientific Technologies Corporation's plan to implement the Application Software. Continued enhancement and management of the Work Plan is a joint effort on the part of Scientific Technologies Corporation and State Project Managers.

The preliminary Work Plan created by Scientific Technologies Corporation and the State is set forth at the end of this Exhibit.

In conjunction with Scientific Technologies Corporation's Project Management methodology, which shall be used to manage the Project's life cycle, the Scientific Technologies Corporation 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 Scientific Technologies Corporation team members), refine the Project's scope, and establish the Project's Schedule. The Plan is documented in accordance with Scientific Technologies Corporation's Work Plan and shall utilize Microsoft Office Word product to support the ongoing management of the Project.

1. ASSUMPTIONS

1.1 General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Scientific Technologies Corporation shall provide a separate escrow agreement for the application.
- Scientific Technologies Corporation shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

1.2 Logistics

- The Scientific Technologies Corporation Team shall perform work at the associated work locations. Onsite meetings may occur if needed.
- The Scientific Technologies Corporation Team may perform work at a facility other than that furnished by the State, when practical, at their own expense.
- The Scientific Technologies Corporation Team shall honor all holidays observed by Scientific Technologies Corporation or the State, although with permission, may choose to work on holidays and weekends.

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WORK PLAN**

- The State shall provide assistance with set up of Virtual Private Network (VPN) accounts and access and access to any necessary internal State networks and/or software (within State standards).
- 1.3 Project Management**
 - The State shall approve the Project Management Methodology used for the Project.
 - The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
 - Scientific Technologies Corporation shall utilize an electronic mechanism such as Atlassian or to serve as the centralized storage of Project documents including Project Plans, meeting minutes, system documentation, status updates, and other materials. Tickets will be resolved using Jira/a similar electronic system for creation, updates, and communication on progress.
 - Scientific Technologies Corporation shall provide accounts to the Atlassian system for the State Project Team to access documents and create tickets as needed for technical issues.
 - Scientific Technologies Corporation assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- 1.4 Technical Environment and Management**
 - The State is responsible for providing the hardware, network, and communication facilities needed to support the Project.
 - The State will be responsible for daily backup of the servers including the application and the MS-SQL produced database backups. Any and all costs associated with problems to restore or recover from a failure due to compromised State backup procedures will be the responsibility of the State. The State will confirm that the backups are completed correctly if the state-generated backup files are not valid or are corrupt, the State will notify Scientific Technologies immediately.
 - Scientific Technologies Corporation shall develop and implement a script for database backups to be handled via MS-SQL scheduled daily events, whereby nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will be the responsibility of Scientific Technologies Corporation. Scientific Technologies Corporation will monitor the performance of this script at least weekly to ensure that usable backups are being made available to the State. All costs associated with problems to restore or recover from a failure due to compromised Scientific Technologies Corporation backup procedures will be the responsibility of Scientific Technologies Corporation.
 - The State will seek approval from Scientific Technologies Corporation before making any modifications to the application outside the updates provided via the installation process or run any script that will update the database.

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- Scientific Technologies Corporation will notify the State Project Manager of any environment changes or planned updates. The State Project Manager will then notify DoIT of any updates or patches for planning purposes.
- Designated State systems administrators and DoIT personnel shall be available and respond for requests for assistance during normal working hours and for adjustments to operating systems configurations and tuning.
- Scientific Technologies Corporation will lead an effort, including the State of New Hampshire Operations Team, to identify the hardware requirements for the enhancement, test and production environments. The State of New Hampshire shall satisfy those hardware requirements prior to Scientific Technologies Corporation and State of New Hampshire teams building of the environment.
- Designated State system administrators and DoIT personnel shall be available during normal working hours and for adjustments to operating systems configurations and tuning.

1.5 Project Schedule

- Deployment is planned to begin on September 1, 2015 with a planned go-live dates detailed out in the Scope of Work documents.

1.6 Reporting

- Scientific Technologies Corporation shall conduct project status meetings (weekly for work planned and completed in 2015 and biweekly for work in 2016 and thereafter), and provide written reports that include, but are not limited to, minutes, action items, test results and related documentation.

1.7 User Training

- The Scientific Technologies Corporation Team will provide demonstrations of new functionality through a virtual WebEx and recorded with both audio and video recorded and made available to the State Team.

1.8 Performance and Security Testing

- The Scientific Technologies Corporation Team shall provide the User Acceptance Testing Scripts for the State Team to complete.
- Feedback from the State Team for UAT will be captured electronically and sent to the Scientific Technologies Corporation Project Manager.
- The State shall work with Scientific Technologies Corporation on performance testing as set forth in Contract Exhibit F - *Testing Services*.

2. ROLES AND RESPONSIBILITIES

2.1 Scientific Technologies Corporation Team Roles and Responsibilities

2.1.2 Scientific Technologies Corporation Team Project Executive

The Scientific Technologies Corporation Team's Project Executives (Scientific Technologies Corporation and Subcontractor Project Executives) shall be

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responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Scientific Technologies Corporation Team Project Manager and the State's Project leadership on the best practices for implementing the Scientific Technologies Corporation Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2.2 Scientific Technologies Corporation Team Project Manager

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

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Scientific Technologies Corporation Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Scientific Technologies Corporation Team members;
- Provide written weekly updates to the State Program Manager. The updates will be weekly for work completed up until December 31, 2015 and biweekly for enhancement work beginning January 1, 2016.
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress.
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

2.3 Scientific Technologies Corporation Team Analysis

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

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;

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

2.4 Scientific Technologies Corporation Team Tasks

The Scientific Technologies Corporation team shall assume the following tasks:

- Enhancement and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Enhancement and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Enhancement and Documentation of installation procedures; and
- Enhancement and execution of unit test scripts;
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

3. State Roles and Responsibilities

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

3.1 State Project Manager

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

- Plan and conduct a Kick-Off meeting with assistance from the Scientific Technologies Corporation team;
- Assist the Scientific Technologies Corporation Project Manager in the enhancement of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;

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- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Scientific Technologies Corporation Project Manager of any urgent issues if and when they arise; and
- Assist the Scientific Technologies Corporation Team staff to obtain requested information if and when required to perform certain Project tasks.

3.2 State Subject Matter Expert(s) (SME)

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

- Be the key user and contact for the Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Leads and completes user acceptance testing;
- Attends test review meetings;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution;
- Provides feedback for User Acceptance Testing and enters tickets as needed to track Deficiencies until resolved;
- Assist in mapping business requirements;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Scientific Technologies Corporation Software Solution and the business processes the application supports.

3.4 State Technical Lead and Architect

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

- Attend technical training as necessary to support the Project;

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- Assist the State and Scientific Technologies Corporation Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work with the Scientific Technologies Corporation Technical Lead and the State's selected hardware Scientific Technologies Corporation to architect and establish an appropriate hardware platform for the State's Project enhancement and production environments;
- Work in partnership with the Scientific Technologies Corporation and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Scientific Technologies Corporation Deliverable and it will be expected that Scientific Technologies Corporation will lead the overall effort with support and assistance from the State;
- Represent the technical efforts of the State as needed during Project meetings;
- Assures timely response and resolutions for tickets submitted related to project; and
- Arranges and assures for proper backup coverage for ticket response and resolution and communicates coverage plan to State's Project Manager.

3.5 State Network Administrator (DoIT) -

The State Network Administrator will provide technical support regarding networking requirements administration. The responsibilities will include:

- Assess the ability of the State's overall network architecture and capacity to adequately support implemented applications;
- Establish connections among the database and application servers; and
- Establish connections among the desktop devices and the Application and database servers.

4. SOFTWARE APPLICATION

Detail what software is required for the Contractor to perform the activities of the Contract.

5. CONVERSIONS

There are no conversions planned for this contract.

6. INTERFACES

Interfaces shall be implemented in cooperation with the State. None are planned at this time.

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Table 6.1: RESERVED

Interface	Components, if applicable	Responsible Party	Description

7. APPLICATION MODIFICATION

To more fully address the State's requirements, the Scientific Technologies Corporation Team shall implement the following application modifications. The following Table 6.1 identifies the modifications that are within the scope of this Contract.

Table 7.1: Modifications - Scientific Technologies Corporation Developed

Requirement	Components, if applicable	Enhancement Description
	NHEDSS	Remove the Lost to Follow up on Case Classification. Create a new drop down (yes/no/unknown) question (Label = Lost to follow-up) on top portion of the "Case Reporting" page. If yes, then ask why (Free text). The field will be exportable & searchable. Question and both responses will appear on the print investigation. Data Migration will be included with this work to move data in the Case Classification to the new check box.
	NHEDSS	If User A creates an alert, User B can also see the same alerts (assuming both users have the permission to manage the alerts). The alerts currently only go to one email, but the alerts can be viewed by other users with the permission.
	NHEDSS - Fbola	Phase 2: Simple XML form enhancement Assumptions: shared cost with MS (MS to match)
	NHEDSS	1. Physician Card with Lyme Disease questions. 2. Login is required, but can be generic Facility User in NHEDSS (possible use).

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Requirement	Components, if applicable	Enhancement Description
	NHEDSS - Ebola	Phase 3: Additional integration between fields and field validation in an XML form enhancement Assumptions: shared cost with MS (MS to match)
	TB PAM	Allow users to view Sentinel Labs within TBPAM to increase workflow efficiency and viewing of data to make informed decisions. Labs are viewable within system but not populate data. Populating can be integrated at a later time and is not part of this estimate.
	TB PAM	This Log will increase efficiencies within TBPAM and support reporting needs for grant purposes.
	TB PAM	Currently allows NH to link the contact to the original case. The contact can change to a TB Active case. This CR will map all the fields that map over from a contact to an Active case.
	PRISM	Syphilis and Gonorrhea Interview. Remove the requirement for an interview and make it optional. Add drop down menu for reason not interviewed.
	PRISM	Causes a delay in current morbidity. Currently PRISM requires a user to complete and close the case. PRISM does not allow for morbidity counts if the case is open.
	PRISM	Negative labs within the same field record with a different disease. This functionality is present in STDMIS but not PRISM. Having to complete a full visit in one field record is not efficient for users to put in notes, unable to efficiently track information or pull out for data report purposes.
	PRISM	Add drop down or check box to indicate if an interview was assigned. If answer is 'no' do not require to have all the is fields filled
	PRISM	Auto populate so all risk questions default to 'did not ask'
	PRISM	Have all notes viewable in one tab, both within a Field Record & within a Patient Profile, similar to Labs (which can be viewed as LABS within a FR or ALL LABS within a Pt Profile).

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Requirement	Components, if applicable	Enhancement Description
	TB PAM	This CR will allow the labs to be viewable within TBPAM, this will not populate data. Populating can be integrated at a later time but is not part of this estimate.

8. PRELIMINARY WORK PLAN

The following Table 8.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 8.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
NHEDSS Development Schedule	1 day	Wed 7/1/15	Wed 7/1/15
Project Kick Off Meeting	1 day	Wed 7/1/15	Wed 7/1/15
November 2015 Development Cycle	12 days	Wed 7/15/15	Thu 7/30/15
Requirements Validation	11 days	Wed 7/1/15	Wed 7/15/15
Requirements Sign Off	1 day	Wed 7/15/15	Wed 7/15/15
November 2015 Development	66 days	Thu 7/16/15	Thu 10/15/15
Lost to Follow up Fields	66 days	Thu 7/16/15	Thu 10/15/15
Shared Alerts	66 days	Thu 7/16/15	Thu 10/15/15
View Sentinel Labs in TB PAM	66 days	Thu 7/16/15	Thu 10/15/15
Syphilis Interview - PRISM	66 days	Thu 7/16/15	Thu 10/15/15
Count of Morbidity - PRISM	66 days	Thu 7/16/15	Thu 10/15/15
Negative Labs - PRISM	66 days	Thu 7/16/15	Thu 10/15/15
Interview Question - PRISM	66 days	Thu 7/16/15	Thu 10/15/15
Auto populate Risk Qs - PRISM	66 days	Thu 7/16/15	Thu 10/15/15
Form Management Phase 2	66 days	Thu 7/16/15	Thu 10/15/15
Testing and Quality Assurance	10 days	Mon 9/28/15	Fri 10/9/15
Test Plan & Scripts Provided to NH	1 day	Mon 9/28/15	Mon 9/28/15
NH User Acceptance Testing	9 days	Tue 9/29/15	Fri 10/9/15
Final Modifications	5 days	Mon 10/5/15	Fri 10/9/15
Installation	25 days	Mon 11/9/15	Fri 12/11/15
Release system Walkthrough & review	9 days	Mon 11/9/15	Thu 11/19/15
Install on Training	1 day	Fri 11/20/15	Fri 11/20/15
Install on Production	5 days	Mon 12/7/15	Fri 12/11/15
Training	13 days	Mon 11/9/15	Wed 11/25/15
Training Plan & Schedule	3 days	Mon 11/9/15	Wed 11/11/15
Online Training	3 days	Mon 11/23/15	Wed 11/25/15
February 2016 Development Cycle	120 days	Mon 9/28/15	Fri 3/11/16
Requirements Validation	13 days	Mon 9/28/15	Wed 10/14/15

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Requirements Sign Off	1 day	Thu 10/15/15	Thu 10/15/15
February 2016 Development	66 days	Fri 10/16/15	Fri 1/15/16
Physician Card with Lyme Disease	66 days	Fri 10/16/15	Fri 1/15/16
TB-Contact to TB-Active	66 days	Fri 10/16/15	Fri 1/15/16
Form Management Phase 3	66 days	Fri 10/16/15	Fri 1/15/16
Testing and Quality Assurance	40 days	Mon 1/4/16	Fri 2/26/16
Test Plan & Scripts Provided to NH	10 days	Mon 1/4/16	Fri 1/15/16
NH User Acceptance Testing	30 days	Mon 1/18/16	Fri 2/26/16
Final Modifications	10 days	Mon 1/18/16	Fri 2/26/16
Installation	15 days	Mon 2/22/16	Fri 3/11/16
Release system Walkthrough & review	5 days	Mon 2/22/16	Fri 2/26/16
Install on Training	1 day	Mon 2/29/16	Mon 2/29/16
Install on Production	1 day	Fri 3/11/16	Fri 3/11/16
Training	5 days	Mon 2/22/16	Fri 2/26/16
Training Plan & Schedule	1 day	Mon 2/22/16	Mon 2/22/16
Online Training	5 days	Mon 2/22/16	Fri 2/26/16

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SOFTWARE LICENSE**

1. LICENSE GRANT

Subject to the payment of applicable license fees set forth in Contract Exhibit B: *Price and Payment Schedule*. Scientific Technologies Corporation hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

2. SOFTWARE AND DOCUMENTATION COPIES

Scientific Technologies Corporation shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Scientific Technologies Corporation on such copies.

3. RESTRICTIONS

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

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

4. TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with Scientific Technologies Corporation.

5. VIRUSES

Scientific Technologies Corporation shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

As a part of its internal enhancement process, Scientific Technologies Corporation will use reasonable efforts to test the Software for viruses. Scientific Technologies Corporation shall also maintain a master copy of the appropriate versions of the Software, free of viruses. If the State believes a virus may be present in the Software, then upon its request, Scientific Technologies Corporation shall provide a master copy for comparison with and correction of the State's copy of the Software.

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6. AUDIT

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

7. SOFTWARE NON-INFRINGEMENT

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

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 Material infringe their intellectual property rights, Scientific Technologies Corporation shall defend and indemnify the State against the claim provided that the State:

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

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

If Scientific Technologies Corporation believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Scientific Technologies Corporation may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Scientific Technologies Corporation may end the license, and require return of the applicable Material and refund all fees the State has paid Scientific Technologies Corporation under the Contract. Scientific Technologies Corporation will not indemnify the State if the State alters the Material without Scientific Technologies Corporation's consent or uses it outside the scope of use identified in Scientific Technologies Corporation's user Documentation or if the State uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Scientific

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Technologies Corporation 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 Scientific Technologies Corporation. Scientific Technologies Corporation will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Scientific Technologies Corporation without Scientific Technologies Corporation's consent.

1. SOFTWARE SOURCE CODE RETENTION

- 8.1 Scientific Technologies Corporation represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software will be delivered directly to the State or through a downloadable FTP server within 30 days of the Effective Date.
- 8.2 All updates and changes as the Software is delivered, maintained and supported will be delivered to the State directly or through a downloadable FTP server within 30 days of each update.
- 8.3 The State agrees to not modify this code and to not use this code or portions thereof in other applications, without the expressed written consent of Scientific Technologies Corporation, while Scientific Technologies Corporation remains an active business.
- 8.4 The State agrees to not make this code available to other outside vendors or other state public health programs without the written consent of Scientific Technologies Corporation, again while the Corporation remains an active business.
- 8.5 The State agrees to not transfer the agreement to any other agency. 8.1 Scientific Technologies Corporation represents and warrants that the currently existing source code for the Software licensed to the State under the Contract, as well as the Documentation for such Software will be delivered directly to the State or through a downloadable FTP server within 30 days of the Effective Date.
- 8.2 All updates and changes as the Software is delivered, maintained and supported will be delivered to the State directly or through a downloadable FTP server within 30 days of each update.
- 8.3 The State agrees to not modify this code and to not use this code or portions thereof in other applications, without the expressed written consent of Scientific Technologies Corporation, while Scientific Technologies Corporation remains an active business.

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- 8.4 The State agrees to not make this code available to other outside vendors or other state public health programs without the written consent of Scientific Technologies Corporation, again while the Corporation remains an active business.
- 8.5 The State agrees to not transfer the agreement to any other agency.

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WARRANTY AND WARRANTY SERVICES

1. WARRANTIES

1.1 Services

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

1.2 Software

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

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

1.3 Non-Infringement

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

1.4 Viruses; Destructive Programming

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

1.5 Compatibility

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

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WARRANTY AND WARRANTY SERVICES**

1.6 Services

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

1.7 Personnel

Scientific Technologies Corporation 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.

1.8 Breach of Data

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

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, with the exception of the warranty for non-infringement, which shall survive the termination of this Contract.

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TRAINING SERVICES**

Scientific Technologies Corporation shall provide the following Training Services.

1. TRAINING

Training will be in accordance with the requirements as identified in the *Work Plan*, *Contract Exhibit I* and in the *Statement of Work Maintenance and Support document (Attachment 3)* and *Statement of Work Enhancements document (Attachment 4)*.

Training will be provided by Scientific Technologies Corporation and conducted over an online demo and training via Web-Ex or similar online tool. Trainings will be recorded for both audio and video and made available for use for the State. All pricing has been established in *Contract Exhibit B: Price and Payment Schedule*.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT- PART 2
EXHIBIT N
VENDOR PROPOSAL.

RESERVED

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NH ELECTRONIC DISEASE SURVEILLANCE SYSTEM ENHANCEMENT,
MAINTENANCE, AND SUPPORT SERVICES
CONTRACT 2015-063
AGREEMENT- PART 2
EXHIBIT O
CERTIFICATES AND ATTACHMENTS**

Attached are:

1. Contractor's Certificate of Good Standing
2. Contractor's Certificate of Vote/Authority
3. Contractor's Certificate of Insurance
4. Contract Attachment 1 - Department of Health and Human Services, Exhibits D through J
5. Contract Attachment 2 - Contract 2015-063 Requirements
6. Contract Attachment 3 - Scientific Technologies Corporation Statement of Work NHEDSS Software Development August 20, 2015 2015-2016 7-17-2015
7. Contract Attachment 4 - Scientific Technologies Corporation Statement of Work NHEDSS Software Maintenance & Support 2015-2016 8-21-2015

Contract 2015-063 - Agreement Part 2 Exhibit O-Certificates and Attachments

Page 72 of 72

Initial and Date All Pages:

Scientific Technologies Corporation Initials



Date: 10/13/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

New Hampshire Department of Health and Human Services
Exhibit D



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D: 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and 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 counselling, 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

[Signature]
10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

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

Contractor Name: *Scientific Technologies Corporation*

10/3/2015
Date


Name: *Todd Watkins*
Title: *President*

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

- 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-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *Scientific Technologies Corporation*

10/3/2015
Date


Name: *Todd Watkins*
Title: *President*

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

10/5/2015
Date


Name: *Todd Watkins*
Title: *President*

Contractor Initials 
Date 10/5/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

JW

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

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

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: *Scientific Technologies Corporation*

10/3/2015
Date


Name: *Todd Watkins*
Title: *President*

EXHIBIT G

Certification of Compliance with requirements pertaining to Federal Anti-discrimination, Equal Treatment of Faith-Based Organizations and WHI's customer protections

Contractor Initials

TW

Date 10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

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: *Scientific Technologies Corporation*

10/3/2015
Date


Name: *Todd Watkins*
Title: *President*

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

3/2014

Contractor Initials

JW

Date 10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Contractor Initials

VAJ

Date 10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

3/2014

Contractor Initials

[Signature]

Date 10/5/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J



New Hampshire Department of Health and Human Services

Exhibit I

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

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

3/2014

Contractor Initials

[Handwritten initials]

Date 10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

[Handwritten initials]

Date 10/3/2015

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J



New Hampshire Department of Health and Human Services

Exhibit I

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

<u>Department of Health & Human Services</u> The State	<u>Scientific Technologies Corporation</u> Name of the Contractor
<u><i>Marcella J. Bubinczy</i></u> Signature of Authorized Representative	<u><i>[Signature]</i></u> Signature of Authorized Representative
<u>Marcella J. Bubinczy</u> Name of Authorized Representative	<u>Todd Watkins</u> Name of Authorized Representative
<u>Acting Director, Div. Public Health</u> Title of Authorized Representative	<u>President</u> Title of Authorized Representative
<u>10/7/15</u> Date	<u>10/3/2015</u> Date

Contact Attachment 1 - Department of Health and Human Services Exhibits

D through J

New Hampshire Department of Health and Human Services
Exhibit J



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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award. In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name: *Scientific Technologies Corporation*

10/3/2015
Date


Name: *Todd Watkins*
Title: *President*

Contact Attachment 1 - Department of Health and Human Services Exhibits D through J

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

- 1. The DUNS number for your entity is: 198675084
- 2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

For 10/31/2015 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: _____

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 NEW HAMPSHIRE ELECTRONIC AND AM SUPPORTABLE SYSTEM
 CONTRACT ATTACHMENT 2 - CONTRACT 8813-031 REQUIREMENTS

BUSINESS REQUIREMENTS			
REQUIREMENTS			
B1.1	Scientific Technologies Corporation (STC) shall provide customer administration support as detailed below and outlined in the Scope of Work.	M	STC agrees to meet this requirement.
B1.2	Provide updates of the Sanjour, Tuberculosis (TB) Program Area Module (TB PAAM) and Patient Reporting Investigation Surveillance Manager (PRISM) products via the Installation Services (Installation performed by STC).	M	STC agrees to meet this requirement.
B1.3	Provide schedule of updates and/or patches for existing computers at least 30 days prior.	M	STC agrees to meet this requirement.
B1.4	Database Administrator (DBA) responsibilities related to performance and log file maintenance.	M	STC agrees to meet this requirement.
B1.5	Database backups are handled via SAS-SQL scheduled daily process, where the nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will continue to be the responsibility of STC. STC will monitor the performance of this script to at 21 weeks to ensure that backup backups are being correctly stored on the drive.	M	STC agrees to meet this requirement.
B1.6	Any changes in backup procedures performed by STC will be communicated to the State via updated documentation. All data is retained with procedure to restore or recover from a failure due to compromised STC backup procedures will be the responsibility of STC.	M	STC agrees to meet this requirement.
REQUIREMENTS/PROBATIONAL ITEMS			
B2.1	Allow a user to enter login times without an in-house requirement.	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.
B2.2	Add a new permission to allow or not require users to enter mandatory login.	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.
B2.3	Add the ability to enter a queue log within PRISM to improve monitoring and reporting.	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.
B2.4	Add the ability to indicate if an item was assigned and if the user.	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.
B2.5	Anticipates the risk associated with a default server of "Get new log".	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.
B2.6	Control of the user action on the log.	M	STC agrees to meet this requirement. Based on the requirements gathered and resources provided.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 NEW HAMPSHIRE SUPERIOR COURT OF SUPERIOR JUSTICE
 CONTRACT ATTACHMENT 1 - CONTRACT BUSINESS REQUIREMENTS

BUSINESS REQUIREMENTS				
02.7	Integrate a Nursing Flow Sheet or Public Health intervention Log to increase efficiencies within TSPAM and support reporting needs.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.8	Allow users to view historical data within TSPAM to increase workflow efficiency and viewing of data to more historical.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.9	Transfer data from a TB-Contact to a TB-Active	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.10	Allow users the ability to indicate a case was lost to follow-up and the reason why. In addition the CR will need to be exportable and searchable for follow up, monitoring and reporting purposes.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.11	Current functionality allows alerts to viewable by other admin staff, but can only be sent to one email address. This added functionality will allow the admin staff to create alerts that are sent to multiple emails.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.12	Enable the Physician Card functionality with the added Lyme Disease Questions	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.13	Add a new field to capture the date an investigation is initiated. To be used for CDC reporting.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.
02.14	Integration of a Farm Management Tool to allow Admin Users to develop their own farms as needed.	M	STC agrees to meet this requirement.	Based on the requirements gathered and estimates provided.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 NEW HAMPSHIRE ELECTRONIC DISCLOSURE STANDARDS
 CONTRACT ATTACHMENT 1 - CONTRACT 2015-003 REQUIREMENTS

APPENDIX A - FUNCTIONAL REQUIREMENTS				
A1.1	Ability to access data in an open standard access driver (SaaS) and specify supported versions to the comments field.	M		The only way to access the data is through the application, per OaIT regulations
A1.2	The system software adheres to open standards and is not proprietary.	M	STC agrees to meet this requirement.	
A1.3	The database platform adheres to open standards.	M	STC agrees to meet this requirement.	
A1.4	The solution must comply with Open Standards as specified in ISA 71-4:10 and 71-4:11, including but not limited to Open Data Formats.	M	STC agrees to meet this requirement.	
A1.5	Interoperable compatible and in conformance with the following NISC standards:	M	STC agrees to meet this requirement.	
A1.6	ISO 14146 1.0	M	STC agrees to meet this requirement.	
A1.7	CSS 2.1	M	STC agrees to meet this requirement.	
A1.8	SQL 1.0 (Microsoft edition)	M	STC agrees to meet this requirement.	
A1.9	Ability to operate in a virtual environment, such as VMWare	M	STC agrees to meet this requirement.	
A1.10	Compatible with EMC NetWorker for managing backup	M	STC agrees to meet this requirement.	
A1.11	Operates on an Oracle/Informatica or Microsoft SQL database platform	M	STC agrees to meet this requirement.	Microsoft SQL db
A1.12	Verify the identity of or authenticate all of applications, services, and partners before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	STC agrees to meet this requirement.	
A1.13	Verify the identity and authenticate all of the system's human users before allowing them to use it; establish a process to prevent access to inappropriate or confidential data or services.	M	STC agrees to meet this requirement.	
A1.14	Enforce unique user names.	M	STC agrees to meet this requirement.	
A1.15	Enforce complex passwords for administrator accounts of ten characters or more in accordance with OaIT's acceptable User Account and Password Policy.	M	STC agrees to meet this requirement.	
A1.16	Enforce the use of complex passwords for general users using capital letters, numbers and special characters.	M	STC agrees to meet this requirement.	
A1.17	Enforce passwords in transmission and at rest within the database.	M	STC agrees to meet this requirement.	
A1.18	Enforce passwords after 90 days.	M	STC agrees to meet this requirement.	This is configurable by the user.
A1.19	Authenticate users and their applications to prevent access to inappropriate or confidential data or services.	M	STC agrees to meet this requirement.	

DATE OF NEW MATRONS
 NEW MATRONS TO BE RECALLED TO THE CONTRACT
 CONTRACT ATTACHED TO CONTRACT 013401 IN DATE 04/11/11

A.1.70	Provide ability to track the number of people that can be at any change notification	M	STC agrees to meet this requirement.
A.1.71	Contractor shall be required to provide a report of the number of people that can be at any change notification	M	STC agrees to meet this requirement.
A.1.72	Contractor shall be required to provide a report of the number of people that can be at any change notification. The report shall be provided to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.73	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract.	M	STC agrees to meet this requirement.
A.1.74	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.75	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.76	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.77	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.78	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.79	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.
A.1.80	The contractor shall not use a work schedule if available or otherwise that is in conflict with the contract. The contractor shall provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification. The contractor shall also provide a copy of the work schedule to the STC within 10 business days of the change notification.	M	STC agrees to meet this requirement.

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 WITH MAINTENANCE ELECTRONIC IMAGE SURVEILLANCE WITH
 CONTRACT # 1700000017 - CONTRACT # 1700000017

TESTING				
ITEM NO.	DESCRIPTION	UNIT	REQUIREMENT	REMARKS
T2.1	Scientific Technologies must test the software and the system using an industry standard and State approved testing methodology as more fully described in the Contract.	M	STC agrees to meet this requirement.	
T2.2	Scientific Technologies Corporation must perform application stress testing and testing as more fully described in the Contract.	M	STC agrees to meet this requirement.	
T2.3	Insulation Testing		STC agrees to meet this requirement.	End confirmation made by State
T2.4	Support for User Acceptance Testing	M		UAT will be lead by the State
T2.5	UAT services shall be provided electronically to the State for testing and acceptance.	M	STC agrees to meet this requirement.	
T2.6	UAT services shall be provided in a Word/PDF format and results from the testing will be shared back with Scientific Technologies Corporation.	M	STC agrees to meet this requirement.	
T2.7	Critical Issues identified shall be resolved by Scientific Technologies Corporation under 48 hours.	M	STC agrees to meet this requirement.	

STATE OF NEW MEXICO
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 NEW MEXICO ELECTIONS OFFICIAL SUPPORT SERVICES SYSTEM
 CONTRACT ATTACHMENT 2 - CONTRACT SUPPORT SERVICES REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS

ID	Requirement	M	Description
51.1	STC agrees to meet this requirement.	M	Technical support shall be provided by the Vendor from 8:00am to 5:00pm, Monday through Friday (EST). The State shall have unlimited access via phone or email to the Vendor.
51.2	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.3	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.4	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.5	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.6	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.7	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.8	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.
51.9	STC agrees to meet this requirement.	M	Agree to replace the software, or any portion thereof, so that the system meets the requirements of the Contract, including providing upgrades and fixes as required.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE ELECTRONIC DISEASE SURVEILLANCE SYSTEM
CONTRACT ATTACHMENT 1 - CONTRACT 2015-081 REQUIREMENTS

SUPPORT & MAINTENANCE REQUIREMENTS				
SI.10	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.	M	STC agrees to meet this requirement.	Limited to the STC Software
SI.11	Phase 2: Vendor shall provide and maintain a source code library with associated Documentation. Vendor will provide access to source code and associated Documentation to NH and will not impede such access in any way. NH requires such access to enable NHEDDS/PRISM/TB-PAM sustainability in the event of any disruption in contractual relationships between NH and Vendor. Proprietary information will be uploaded to a repository, i.e., Harvest, on a periodic basis.	M	STC agrees to this requirement.	
SI.12	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as Project Documentation and accessible in electronic format from a shared repository, i.e., Harvest. Proprietary documentation must be provided to load on a periodic basis.	M	STC will upload all applicable documentation to NH's Harvest repository. Alternatively and/or additionally, STC will provide access to our client portal and other tools for document sharing and access.	

STATE OF NEW HAMPSHIRE
 DEPARTMENT OF HEALTH AND HUMAN SERVICES
 NEW HAMPSHIRE ELECTRONIC DISEASE SURVEILLANCE SYSTEM
 CONTRACT ATTACHMENT 7 - CONTRACT 2015-063 REQUIREMENTS

PROJECT MANAGEMENT				
PROJECT MANAGEMENT				
P1.1	Scientific Technologies Corporation shall participate in an initial kick-off meeting to initiate the start of a new development project.	M	STC agrees to meet this requirement.	
P1.2	Scientific Technologies Corporation shall provide Project Staff as specified in the Contract.	M	STC agrees to meet this requirement.	
P1.3	Scientific Technologies Corporation 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, critical events, task dependencies, and payment Schedule. The plan shall be updated every week for any work completed in 2015 and every two weeks for work completed in 2016 and beyond.	M	STC agrees to meet this requirement.	
P1.4	Scientific Technologies Corporation shall provide written detailed weekly status report for development work in 2015 and biweekly reports in 2016 and every year thereafter. Status reports include work completed, work pending, deadline adjustments, and any relevant updates on the progress of the Project, which will include expenses incurred year to date.	M	STC agrees to meet this requirement.	
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. This shall be in either Word, Excel, PowerPoint or PDF format and emailed to the State's Project Manager.	M	STC agrees to meet this requirement.	

Contract Attachment 4



Statement of Work NHEDSS Software Maintenance & Support

Contract for NH Department of Education Human Services
Division of Public Health Services
March 2015

STATE TECHNOLOGICS CORPORATION
4000 G. Douglas Road, Suite 205
Las Vegas, NV 89121
(702) 791-1133
www.stc.com



General Description

This Statement of Work (SOW) identifies and describes important milestones and deliverables for the period of performance outlined below between Scientific Technologies Corporation (STC) and the New Hampshire Department of Health and Human Services (DHHS). This document covers the New Hampshire Electronic Disease Surveillance System (NHEDSS), which includes the following products:

- Sentinel (core/base system),
- TB Program Area Module (TB PAM) and
- Patient Reporting Investigating Surveillance Manager (PRISM).

The budget details the costs of maintenance in the Base Year broken out by product. It also details the major discount STC provided for the purchase of a suite of services. This discounted total of \$275,227 is scheduled to remain at this rate for year 1 and 2, followed by increases by 2% percent every two years. This is reflected in the maintenance table below. As requested, an expense in State Fiscal Year (SFY) 2016 also includes development supported by federal funds.

Period of Performance

The period of performance is made up of a base year plus 4 additional optional years:

- Year 1: July 1, 2015 to June 30, 2016
- Year 2: July 1, 2016 to June 30, 2017
- Year 3: July 1, 2017 to June 30, 2018
- Year 4: July 1, 2018 to June 30, 2019
- Year 5: July 1, 2019 to June 30, 2020

NOTE: A separate Scope of Work provides detail on the development work planned under this agreement for year 1. The option years do not include product enhancement funds at this time and will be defined prior to each option year.



Budget

Base Year

Consolidated Maintenance and Development for FY 7/1/15 to 6/30/16	
1 Maintenance: NHEOSS	\$214,000.00
2 Maintenance: TB PAM	\$34,027.00
3 Maintenance: PRISM	\$27,200.00
Total Maintenance	
Note: NH DPHS has purchased 4 months of maintenance from July 1, 2015 to October 31, 2015. Subsequently, the year 1 price will be reduced to \$183,484.50.	
4 Product Enhancements: Federal Funds	\$243,000.00
Total Enhancements	\$243,000.00
Grand Total (Maintenance + Enhancements)	\$426,484.50

Maintenance: Option Years 1 to 4

Consolidated Maintenance for Option Year 1 thru 4				
1 Maintenance: NHEOSS	\$214,000.00	\$218,280.00	\$218,280.00	\$222,645.60
2 Maintenance: TB PAM	\$34,027.00	\$34,707.54	\$34,707.54	\$35,401.69
3 Maintenance: PRISM	\$27,200.00	\$27,744.00	\$27,744.00	\$28,298.88
Total Maintenance	\$275,227.00	\$280,731.54	\$280,731.54	\$286,346.17

NOTE: The discounted total of \$275,227 is scheduled to remain at this rate for year 1 and 2, followed by increases by 2% percent every two years. This is reflected in the maintenance table above.



Notes

The following notes are related to each item listed in the budget.

Item 1: As part of this SOW, STC will provide support for Sentinel and all associated components available in New Hampshire at the time of this contract. A full list is in Appendix XX. If customizations are desired by the DHHS, these changes can be made available via a Change Request process.

Item 2: As a part of this SOW, STC will configure the TB PAM solution for DHHS. This configuration includes implementing DHHS-specific variables. Configuration does not include any customizations to the application. If customizations are desired by the DHHS, these changes can be made available via a Change Request process.

Item 3: As a part of this SOW, STC will maintain the version of PRISM installed at the start of this agreement as well as the integration of PRISM and the New Hampshire Electronic Disease Surveillance System (NHEDSS). Additionally, the vendor will work with DHHS to review new versions of PRISM as they become available to determine the best approach to implementing the update if desired by DHHS. STC will perform four imports of the HIV AIDS Reporting System (HARS) CSV annually. The dates for the imports are: January 15, April 15, July 15, and October 15. STC will provide the HIV Partner Services extract in September and May of each year or as required by CDC for grant reporting purposes.

Implementation of new versions / updates of the software will not exceed two per maintenance year. This is a maintenance agreement only to maintain existing functionality and to install up to two new updates of the software and does not include any additional customizations or development of new functionality. If customizations are desired by the DHHS, these changes can be made available via a Change Request process.

Item 4: For Year 1, NH expects to receive \$243,000 from federal funds that will be allocated toward product enhancements for NHEDSS, TB PAM and PRISM. A separate Scope of Work provides detail on the development work planned under this agreement.



Maintenance

There are numerous benefits to purchasing a software maintenance agreement with STC. In addition to experienced staff with specialized experience in communicable disease solutions and programs, CDC relationships, and key relationships/affiliations with nonprofit organizations/associations, maintenance agreement holders also receive:

- Sentinel and TBPAM:
 - Quarterly releases that include new feature enhancements and scheduled bug fixes (at least 4 per year)
- PRISM:
 - Within one month of release, STC will review new releases of the PRISM software with DHHS staff to determine whether the release should be accepted and the best approach for incorporating the release.
 - Up to two new releases will be installed within three months after becoming available each year. DHHS will work with STC following their review of the version and determine if NH would like to take the upgrade.
 - STC will participate in conference calls with other vendors or state health departments if needed to resolve PRISM-specific issues.
 - Scheduled bug fixes for any deficiencies or problems identified with the existing or updated software on a mutually agreed upon schedule between STC and NH DHHS.
- Help Desk Services
 - Hours of operation: Monday – Friday, 9AM-7PM Eastern Standard time(excludes STC Holidays – See Appendix for STC holidays)
 - Help Desk staff via calls and emails
 - JIRA, help desk software accessible to State users
 - Weekly or bi-weekly status calls as agreed upon for a contract
- Consortium
 - Enhancement leveraging between consortium members
 - Facilitation of leveraged effort opportunities
 - Monthly conference calls for information exchange and decision making
 - Annual User Group Meeting
- Documentation
 - Release/patch notes
 - Updated documentation with each release
 - NOTE: STC is not responsible for providing any documentation that relates solely to the PRISM software.
 - New documents created based on client needs or requests
 - Documentation portal accessible by all clients
- Additional features are occasionally added/updated in the application at STC's sole discretion. These may include:
 - Performance enhancements
 - Screen formatting improvements
 - General improvements such as new reports, data import tools, help tools



Training

Training is not included in the Statement of Work. Once the system is ready, a virtual demonstration of the system enhancements will be provided to DHHS during one of the regular conference calls. Training is available at an additional cost, upon request.

Database Administration Support

Vendor Responsibilities include:

- Provide updates of the Sentinel, TB PAM and PRISM products via the installation process (installation performed by STC).
- Provide schedule of updates and/or patches for planning purposes at least 30 days prior.
- DBA responsibilities related to performance and log file maintenance.
- Database backups are handled via MS-SQL scheduled daily events, whereby nightly backups of the database will be stored on the production drives. Thirty daily backups will be retained. The SQL scripting required to make this happen will continue to be the responsibility of STC. STC will monitor the performance of this script at least weekly to ensure that usable backups are being correctly stored on the drive.
- Any changes in backup procedures performed by STC will be communicated to the State PM via updated documentation. All costs associated with problems to restore or recover from a failure due to compromised STC backup procedures will be the responsibility of STC.

Customer Responsibilities include:

- Daily backup of the servers including the application and the MS-SQL produced database backups will be the responsibility of DoIT. Any and all costs associated with problems to restore or recover from a failure due to compromised DoIT backup procedures will be the responsibility of the State of New Hampshire.
- Obtain approval from STC before making any modifications to the application outside the updates provided via the installation process or run any script that will update the database (STRONGLY NOT RECOMMENDED).
- Upon notification from STC of any environment changes or planned updates, the State Project Manager will notify DoIT of any updates or patches for planning purposes at least 30 days prior.



Service Level Agreement

STC utilizes tools receive, prioritize, and resolve deficiencies reported in the applications.

STC provides continuous technical support outside our normal business hours of 9AM-7PM Eastern Standard Time when a client has declared an emergency response situation or when critical deficiencies arise that must be resolved.

Deficiencies reported through the STC Help Desk are addressed according to the severity level assigned by the client and STC staff. The helpdesk web-based issue tracking system (JIRA) will be made available on a 24/7 basis to aid both parties in tracking reported issues.

STC uses remote diagnostics technology to connect to the State's Software system/terminals for troubleshooting, repair, and upgrades.

JIRA Ticket Priority	Deficiency Level	Response
Showstopper	<p>Critical: Indicates that users are unable to perform critical known and documented workflow functions and there is no workaround; demands immediate action.</p> <ul style="list-style-type: none"> <i>Software: Application fails to execute or execution causes data integrity problems.</i> <i>Written Documentation: missing significant portions of information or unintelligible to the State.</i> <i>Non-Software: Services were inadequate and require re-performance.</i> 	<p>Except for those occurring outside of normal business hours, all critical deficiencies notices received by STC during normal business hours shall be acknowledged by either email or telephone response within one (1) hour of receipt of the request, and remedial services shall be initiated within four (4) business hours of receiving the notice of the critical deficiencies. Target resolution is one (1) business day; however, the Project Managers shall have the discretion to negotiate a different resolution date. STC's response shall include onsite visitation or telephone assistance as necessary to resolve the deficiency.</p>
High (possibly Medium)	<p>Serious: Indicates that this issue has a significant impact but users can perform their known and documented critical workflow functions or a workaround exists.</p> <ul style="list-style-type: none"> <i>Software: important, does not stop operation and/or there is a workaround and user can perform tasks.</i> <i>Written Documentation: portions of information are missing but not enough to make the document unintelligible.</i> <i>Non-Software: Services were</i> 	<p>Except for those occurring outside of normal business hours, all serious deficiencies notices received by STC during normal business hours shall be acknowledged by either email or telephone response within four (4) hours of receipt of the request, and remedial services shall be initiated within eight (8) business hours of receiving notice of the serious deficiencies. Target resolution includes correction in the next scheduled patch or release; however, the Project Managers shall have the discretion to negotiate a different resolution date. STC's response shall include onsite visitation or telephone assistance as</p>



JIRA Ticket Priority	Deficiency Level	Response
	deficient, require re-working, but do not require re-performance.	necessary to resolve the deficiency.
Medium/Low	<p>Non-Critical: Indicates that impact to users is minimal and can be addressed by business process or training.</p> <ul style="list-style-type: none">• <i>Software:</i> minimal, cosmetic in nature, minimal effect on users.• <i>Written Documentation:</i> minimal, cosmetic in nature.• <i>Non-Software:</i> Services require only minor reworking and do not require re-performance.	Except for those occurring outside of normal business hours, all serious deficiencies notices received by STC during normal business hours shall be acknowledged by either email or telephone response within four (4) hours of receipt of the request, and remedial services shall be initiated within eight (8) business hours of receiving notice of the serious deficiencies. Target resolution includes correction within the next two scheduled patches or releases. Target resolution is three (3) business days; however, the Project Managers shall have the discretion to negotiate a different resolution date. STC's response shall include onsite visitation or telephone assistance as necessary to resolve the deficiency.



Appendix A: Sentinel Components

Epidemiology Software (Sentinel)	
Product Code	Product Name
X.SENTINEL/DB	SENTINEL Database
X.SENTINEL/ELR	SENTINEL ELR Interface*
X.SENTINEL/ELR/CMS	SENTINEL LIMS Code Management Suite
X.SENTINEL/EM	SENTINEL Electronic Messaging
X.SENTINEL/CNMS	Case Notification Messaging System
X.SENTINEL	SENTINEL
X.SENTINEL/ALERT	SENTINEL Alerting
X.SENTINEL/CT	SENTINEL Contact Tracing
X.SENTINEL/FLOW	SENTINEL User Configurable Workflow Processes
X.MPI.SIIS	Master Patient Interface - SIIS

Appendix B: STC Holidays

Holiday	2015 Dates
New Year's Day	January 1st (Thursday)
Martin Luther King	January 19th (Monday)
Presidents Day	February 16th (Monday)
Memorial Day	May 25th (Monday)
Independence Day	July 4th (Friday, July 3rd)
Labor Day	September 7th (Monday)
Columbus Day	October 12th (Monday)
Veterans Day	November 11th (Wednesday)
Thanksgiving Day	November 26th (Thursday)
Day after Thanksgiving	November 27th (Friday)
Christmas Eve	December 24th (Thursday)
Christmas Day	December 25th (Friday)

Contract Attachment 3



Statement of Work NHEDSS Software Development 2015-2016

Contract No.
New Hampshire Department of Health and Human Services
Division of Public Health Services

Effective Date: 2015

SCIENTIFIC APPLICATIONS TECHNOLOGY CORPORATION

2000 Hill Street, Suite 1100

Scottsboro, AL 35763

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General Description

This State of Work (SOW) outlines the development and implementation of the tasks outlined below for the STC Disease Surveillance products (Sentinel, TBPAM and PRISM) for New Hampshire's Disease Surveillance Program.

Period of Performance

Period of Performance for base year: State Fiscal Year: July 1, 2015 to June 30, 2016.

The work will begin upon STC receiving an executed contract (#2015-063). Development tasks will be scheduled into the release cycle as appropriate for 2015/2016 starting with the November 2015 release.

Budget

The development budget is outlined in the Maintenance and Development SOW and includes the following items:

Development Budget Summary based on estimated Federal Funds: 2015/2016

Consolidated Development for FY 7/1/15 to 6/30/16

1	Product Enhancements: STD and TB Federal Funds through December 31, 2015	\$51,200.00
2	Product Enhancements: STD and TB Federal Funds January 1, 2016 through June 30, 2016	\$41,800.00
3	Product Enhancements: Federal Funds-Ebola Grant	\$100,000.00
4	Product Enhancements: ELC Federal Funds	\$50,000.00
	Total Enhancements without Option	\$243,000.00

Notes

As part of this SOW, the base year will include product enhancements for the following items.

Item 1: NH will receive \$51,200 from federal funds that will be allocated toward product enhancements for TB PAM and PRISM for work through December 31, 2015.

Item 2: NH will receive \$41,800 from federal funds that will be allocated toward product enhancements for TB PAM and PRISM for work January 1, 2016 through June 30, 2016.

Item 3: NH received \$100,000 from an Ebola Grant which is allocated toward form management development within NHEDDS for work through June 30, 2016.

Item 4: NH will receive \$50,000 from federal funds that will be allocated toward product enhancements for NHEDSS for work through June 30, 2016.

Development Schedule

STC follows a quarterly release cycle which integrates an agile development process.

STC Release Cycle		
July 15, 2015	November 30, 2015	November
October 15, 2015	February 29, 2016	February
January 15, 2016	May 29, 2016	May
April 15, 2016	August 31, 2016	August

NOTE: STC will be working with New Hampshire on the final requirements gathering prior to the contract being in place to ensure the first release (November 2015) deadlines are met.

The following is a list of development tasks based on the business requirements. Each task has been initially reviewed with the New Hampshire program staff, estimated by STC and provided a tentative release date.

Base Year Development				
1	NHEDSS	Form Management Phase 2	\$50,000	November 2015
2	NHEDSS	Form Management Phase 3	\$50,000	February 2016
3	NHEDSS	Lost to Follow up Field	\$9,400	November 2015
4	NHEDSS	Shared alerts	\$6,000	November 2015
6	NHEDSS	Date Investigation Initiated	(Maintenance, no charge)	November 2015
7	NHEDSS	Physician Card with Lyme Disease	\$19,600	February 2016
8	TBPAM	Option to View Sentinel Lab Reports	\$14,000	November 2015
9	TBPAM	Nursing Flow Sheet	\$17,000	2016
10	TBPAM	Contact to Active Data Transfer	\$17,000	2016
11	PRISM	Syphilis Interview	\$3,530	November 2015
12	PRISM	Count of morbidity	\$8,780	November 2015
13	PRISM	Negative Labs	\$14,300	November 2015
14	PRISM	Interview Assigned	\$7,060	November 2015
15	PRISM	Default risk answers	\$3,530	November 2015
16	PRISM	Centralized Notes	\$7,800	February 2016

TOTAL DEFINED DELIVERABLES COST: \$228,000

NOTE: This only covers the items that will be included for Base year (2015-2016). Prior to each option year, NH and STC will follow the standard process to review the development task list to prioritize items, gather requirements and complete estimates. Development tasks will be completed pending budget.

Development Tasks

The following change requests (CRs) have estimated based on initial conversations with DPMS and knowledge of the products and use. Assumptions and estimation criteria are included. Should requirements change prior to the requirements deadline for the planned release then the change requests will be re-estimated. CRs may also be re-prioritized to best meet the programs need.

The following CRs for each product area are also defined in the Contract Requirements within the Development Requirements. DPMS has defined a potential list of future development tasks that have not been defined or estimated at this time and will be in the future to appropriately match the programs future needs.

NHEDSS (Sentinel) Enhancements:

1. Integrate form management functionality to allow admin users to create forms on the fly.
 - o The initial form management functionality will be created through an xml form that can be uploaded and used throughout Sentinel. The form management functionality will be a joint development effort between NH and MS.
2. Expand on the Form Management Functionality to increase capabilities of question types and logic.
3. Add the ability to allow users to indicate a case was lost to follow-up and the reason why.
 - o A drop down field with options of yes, no and unknown
 - o When yes is selected a text field will be available to indicate why.
 - o The lost to follow-up field to be exportable with a case and searchable for follow-up, monitoring and reporting purposes.
4. Expand the alert functionality to allow alerts to be sent to more than one email address.
5. Add the ability to export a deduplication report.
6. Add the date an investigation was initiated.
 - o This will be covered under the maintenance cost, but is captured here to include in the development cycle.
7. Integrate the Physician Card functionality with added Lyme disease questions.
 - o The Physician Card will be a single user login available to all users that need to complete as necessary.

TB PAM Enhancements:

8. Create the ability to view the Sentinel labs within TBPAM.
 - o The labs will be viewable within TBPAM, but not populate data.
9. Create a Nursing Flow Sheet.
10. Allow TB-Contact cases to be transferred to TB-Active cases as needed.

PRISM Enhancements:

11. Remove requirements for interview records on Syphilis cases.
12. Allow morbidity to be included in Reports/Counts regardless of case status.
13. Add functionality to attach negative labs in one field record to another.
14. Create a flag that an interview was assigned.
15. Auto-populate all risk questions with a default value of "Did not ask".