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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISON OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

29 HAZEN DRIVE, CONCORD, NH 03301-3857
603-271-4501 1-800-852-3345 Ext. 4501
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January 12, 2024

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

REQUESTED ACTION

Contingent upon Governor and Executive Council approval of the corresponding accept and expend of $396,059 from the Centers for Disease Control and Prevention, authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with ICF Macro, Inc. (VC# 175716-R001), Reston, VA, in the amount of $1,586,270 for the administration of the annual Behavior Risk Factor Surveillance System (BRFSS) surveys, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through December 31, 2025. 97% Federal Funds, 3% Other Funds.

Funds are available in the following account for State Fiscal Years 2024 and 2025, and are anticipated to be available in State Fiscal Year 2026, 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

The purpose of this request is to ensure the health and well-being of communities and populations in New Hampshire by promoting and protecting their physical, mental, and environmental health through the administration of the annual BRFSS surveys. These surveys help with the preparation for public health emergencies and the prevention of diseases, injuries, disabilities, and deaths. The BRFSS is supported by the Centers for Disease Control and Prevention's (CDC) National Center for Chronic Disease Prevention and Health Promotion.

The BRFSS is the nation's premier system of health-related telephone surveys to solicit state data about U.S. residents, aged 18 and older, regarding their health-related risk behaviors, chronic health conditions, and use of preventive services. New Hampshire has been conducting the BRFSS since 1986. The NH BRFSS is designed to generate statistically valid estimates of NH residents' health-related risk behaviors, chronic health conditions, and use of preventive services. The BRFSS questionnaire is designed and approved by a working group of BRFSS state coordinators and CDC staff. The information collected by the BRFSS is not available from other sources.

The Contractor will conduct more than 6,000 BRFSS surveys and approximately 500 asthma callback surveys annually to produce statistically valid estimates of adult residents' health behaviors and practices and the prevalence of chronic diseases.

The Department will monitor contracted services by ensuring:

- The Contractor completes at least 500 landline or cell phone interviews of randomly selected eligible New Hampshire adults 18 years of age or older each month; and
- Partially completed interviews (units) do not exceed three percent (3%) of the total monthly completed interviews.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from September 15, 2023 through October 16, 2023. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached 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.

Should the Governor and Council not authorize this request, the Department will be unable to collect valuable data on the prevalence of diabetes, asthma, and arthritis, limiting the ability to provide outreach, education, intervention programs, and services to reduce the future impacts to New Hampshire residents.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.336, FAIN #NU58FP006886, ALN#93.991, FAIN #NB1TO0000025, ALN 93.945, FAIN#NU58DP007480.

Respectfully submitted,

For Lori A. Weaver
Commissioner

Behavioral Risk Factor Surveillance System (BRFSS)
FISCAL DETAIL

05-95-090-900510-8667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: PUBLIC HEALTH SVS, BUREAU OF INFORMATICS, BEHAVIORAL RISK FACTOR SURVEILLANCE

100% FEDERAL FUNDS ALN 93.336 NU58FP006886

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	519-500360	BRFS-Behavior Risk Factor	90016400	$ 259,781
2025	519-500360	BRFS-Behavior Risk Factor	90016400	$ 414,527
2026	519-500360	BRFS-Behavior Risk Factor	90016400	$ 449,414
			Subtotal	*$ 1,123,722*

05-95-090-900510-8667 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: PUBLIC HEALTH SVS, BUREAU OF INFORMATICS, BEHAVIORAL RISK FACTOR SURVEILLANCE SURVEY

100% OTHER FUNDS PRIVATE

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	519-500360	BRFS-Behavior Risk Factor	90016406	$ 22,500
2024	519-500360	BRFS-Behavior Risk Factor	90086671	$ 16,667
2025	519-500360	BRFS-Behavior Risk Factor	90016406	$ 7,500
2025	519-500360	BRFS-Behavior Risk Factor	90086671	$ 8,333
			Subtotal	*$ 55,000*

05-95-090-901010-8011 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: PUBLIC HEALTH SVS, BUREAU OF HEALTHCARE EQUITY, ACCESS & POLICY, PREVENTIVE HEALTH BLOCK GRANT

100% FEDERAL FUNDS ALN 93.991 NB01TO0000025

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90016409	$ 99,750
2025	102-500731	Contracts for Program Services	90016409	$ 133,000
2026	102-500731	Contracts for Program Services	90016409	$ 166,298
			Subtotal	*$ 399,048*

05-95-090-904510-3227 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVC, HHS: PUBLIC HEALTH SVS, BUREAU OF PREVENTION AND WELLNESS, ARTHRITIS

100% FEDERAL FUNDS ALN 93.945 NU58DP007480

Fiscal Year	Class / Account	Class Title	Job Number	Current Amount
2024	102-500731	Contracts for Program Services	90016418	$ 8,500.00
			Subtotal	*$ 8,500.00*

TOTAL	**$ 1,586,270**

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

Project ID # **RFP-2024-DPHS-01-BRFSS (DoIT #2024-026)**

Project Title **Behavorial Risk Factor Surveillance System (BRFSS)**

	Maximum Points Available	Arkansas Foundation for Medical Care, Inc. (AFMC)	ICF Macro, Inc.
Technical			
Proposed Software Solution	**100**	40	97
Vendor's Technical, Service and Project Management Experience	**50**	33	47
Work Plan	**100**	68	95
Service Methodology	**100**	70	95
Vendor Company	**50**	40	50
Staffing Qualifications	**100**	70	95
Subtotal - Technical	***500***	***321***	***479***
If a Vendor fail to achieve 500 minimum points in the preliminary scoring, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.			
Cost			
Price Proposal	**150**	141	150
Subtotal - Cost	***150***	***141***	***150***
TOTAL POINTS	**650**	**462**	**629**

TOTAL PROPOSED VENDOR COST	$1,681,780	$1,586,221

	Reviewer Name	**Title**
1	Chiahui Chawla	Administrator IV
2	William Moir	Administrator III
3	Kim Lim	Program Planner II
4	Lisa Lampron	Administrator III

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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

January 9, 2024

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with ICF Macro Inc., as described below and referenced as DoIT No. 2024-026.

The purpose of this request is to provide for the administration of the annual Behavior Risk Factor Surveillance System (BRFSS) surveys.

The Total Price Limitation will be $1,586,270 effective upon Governor and Council approval through December 31, 2025.

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/jd
DoIT #2024-026

cc: Michael Williams, IT Manager, DoIT

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STATE OF NEW HAMPSHIRE

Department of Health and Human Services
Division of Public Health Services
Bureau of Public Health Statistics and Information

BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DoIT #2024-026)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

P37 GENERAL PROVISIONS

FORM NUMBER P-37 (version 2/23/2023)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name ICF Macro, Inc.		1.4 Contractor Address 1902 Reston Metro Plaza Reston, VA 20190	
1.5 Contractor Phone Number 703-934-3000	1.6 Account Unit and Class 05-95-090-900510-8667, 05-95-090-901010-8011, 05-95-090-904510-3227	1.7 Completion Date 12/31/2025	1.8 Price Limitation $1,586,270
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jane Ketchum 6510B991A81D40E... Date: 1/12/2024		1.12 Name and Title of Contractor Signatory Jane Ketchum Senior Contracts Manager	
1.13 State Agency Signature DocuSigned by: Iain Watt D778BB63F9704B7... Date: 1/16/2024		1.14 Name and Title of State Agency Signatory Iain Watt Interim Director - DPHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484941480...		On: 1/16/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

P37 GENERAL PROVISIONS

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and

all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 Failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any

P37 GENERAL PROVISIONS

other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

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

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

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

3.3 The Term may be extended up to five (5) years, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, subject to approval of the Governor and Executive Council.

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

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

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

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

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

9. TERMINATION

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

9.2 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;
b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

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

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

1.5. Provision 10, Property Ownership/Disclosure, is updated with the following addition:

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

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

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

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

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

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

d. is disclosed with the written consent of the disclosing Party.

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

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

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

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

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

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

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

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

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

27. FORCE MAJEURE

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

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

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this Agreement. Contractor shall make best efforts to coordinate work with all other State vendors performing Services which relate to the work

or Deliverables set forth in the Agreement. The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

30. GOVERNMENT APPROVALS

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

31. ORDER OF PRECEDENCE

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

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

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

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EXHIBIT B: STATEMENT OF WORK

1. STATEMENT OF WORK

1.1. The Contractor must, in collaboration with the Department, and in accordance with US Centers for Disease Prevention and Control (CDC), BRFSS specifications, conduct telephone interviews of non-institutionalized New Hampshire residents aged 18 and older using a Department approved BRFSS questionnaire to improve the health and well-being of New Hampshire residents and reduce health care costs.

The Contractor must utilize telephone numbers provided by the CDC to complete the following activities to conduct the annual Statewide BRFSS survey in accordance with CDC protocols for landline and cell phone data collection.

1.1.1. Survey Methodology

1.1.1.1. The Contractor must:

1.1.1.1.1. Utilize the most current version of the CDC Data Collector's Guide, as provided by the Department, to conduct all BRFSS survey related activities.

1.1.1.1.2. Use the CDC approved sampling plan as provided by the Department.

1.1.1.1.3. Process and deliver record level data to the CDC in Statistical Analysis Software (SAS) format.

1.1.1.1.4. Deliver a final data file with state-added questions parsed, formatted and integrated with the core and optional modules questions in SAS format.

1.1.1.1.5. Deliver final data files (Survey years 2022, 2023 and 2024) re-weighted sub-state record level data at the New Hampshire Public Health Regions, as well as counties with the Cities of Manchester and Nashua. The final re-weighted data must be comparable with the data in previous years for time trends analysis.

1.1.1.1.6. Modify data collection methods as required by CDC and the Department to potentially include mailed questionnaires or internet submissions.

1.1.2. Advance Notification Letters to Selected Respondents

1.1.2.1. The Contractor must:

1.1.2.1.1. Prepare Advance Notification Letters to be sent each month to selected respondents using addresses provided by the CDC to advise them they will be contacted to participate in the NH BRFSS survey. The letter must contain a contact phone number for the respondent to verify the authenticity of the survey.

1.1.2.1.2. Advance Notification Letters must be mailed to 30.0% of landline respondents and 30.0% of cellphone respondents each month.

1.1.2.1.3. Print letters on Department letterhead, using text approved by the Department, label, apply postage and mail to selected respondents three (3) weeks prior to being called for the NH BRFSS interview.

1.1.2.1.4. Ensure addresses associated with the NH BRFSS sampling are kept confidential to protect the identity of potential BRFSS respondents.

1.1.3. Questionnaire Development

1.1.3.1. The Contractor must:

1.1.3.1.1. Utilize the CDC approved sampling plan, as provided by the Department.

1.1.3.1.2. Assemble the annual questionnaire consisting of the core, selected optional modules and NH state-added questions.

1.1.3.1.3. Develop a process to accommodate annual changes and inclusion of state-added deliverable survey questions.

1.1.3.1.4. Assist the Department in assembling the three sections of the questionnaire to arrive at a final instrument.

1.1.3.1.5. Program and test all questions and response categories to ensure that the questionnaire can be completed in under 25 minutes.

1.1.3.1.6. Program and test all questions and response categories in an automated Computer Assisted Telephone Interview (CATI) system.

1.1.3.1.7. Pilot test the CATI system.

1.1.3.1.8. Provide the Department access to an electronic test version of the programmed CATI questionnaire for review a month before the start of the annual survey.

1.1.3.1.9. Be prepared to make changes to the questionnaire and CATI programming on short notice in the event of a public health emergency or other critical public health surveillance need.

1.1.4. Data Collection

1.1.4.1. The Contractor must:

1.1.4.1.1. Develop a data collection process that satisfies CDC requirements (https://www.cdc.gov/brfss/data_documentation/pdf/UserguideJune2013.pdf) related to sampling, interviewing protocols,

monitoring, data cleaning/editing, data delivery, reporting, and quality assurance.

1.1.4.1.2. Using telephone numbers provided by CDC, complete no fewer than 570 interviews per month across the 10 New Hampshire counties for a total of no fewer than 7,000 interviews during the 12-month period, January 1 through December 31.

1.1.4.1.3. Table 1: Example

County	Number of Landline Interviews	Number of Cellphone Interviews	Monthly Totals
Belknap	21	22	43
Carrol	21	23	44
Cheshire	23	21	44
Coos	30	13	43
Grafton	24	19	43
Hillsborough	36	70	106
Merrimack	28	32	60
Rockingham	41	48	89
Strafford	24	31	55
Sullivan	23	20	43
		TOTAL	**570**

1.1.4.1.4. Conduct callbacks when adult asthma cases are identified through the interviews using language provided by the CDC. Offer the option to complete the adult asthma callbacks which may be done immediately after, or within a week after, completing the BRFSS survey.

1.1.4.1.5. Conduct callbacks when an adult reports having a child with asthma, using language provided by the CDC explaining the process to collect additional information and how it will be used. Offer the option to complete the childhood asthma callbacks immediately after completing the BRFSS survey.

1.1.4.1.6. Monitor and evaluate randomly selected interviews for quality assurance.

1.1.5. Interviewing Protocols

1.1.5.1. The Contractor must:

1.1.5.1.1. Conduct the NH BRFSS telephone interviews in accordance with the scheduling guidelines and protocol provided by CDC, randomly selecting an adult respondent from each household.

1.1.5.1.2. Interact with CDC when required.

1.1.5.1.3. Upload data directly into CDCs portal.

1.1.5.1.4. Participate in annual CDC BRFSS meeting and attend all required CDC trainings, if provided.

1.1.5.1.5. Ensure effective communication with participants in compliance with the Americans with Disabilities Act (ADA) to include:

1.1.5.1.5.1 That the person with a vision, hearing, or speech disability can communicate with, receive information from, and convey information to, the Contractor.

1.1.5.1.5.2 Providing auxiliary aids and services, when needed, to communicate effectively with people who have communication disabilities.

1.1.5.1.5.3 Consideration of the nature, length, complexity, and context of the communication and the person's normal method(s) of communication.

1.1.5.1.6. If the telephone interview will be monitored and recorded, obtain a definitive consent from the respondent that the call can be monitored and recorded with a "YES" or "NO" pursuant to NH RSA 570-A.

1.1.5.1.7. Develop and initiate quality assurance (QA) procedures to be monitored by QA specialists. Shift supervisors must be present or be available at all times during all interviewing hours.

1.1.5.1.8. Collect data following CDC/BRFSS interviewing schedule; all calls for a given survey month should be completed in the same sample month if possible. In some cases, samples begun in one month may be completed in the first 7-10 days of the next month.

1.1.5.1.9. Landline Calling Hours: Conduct 40% calling attempts on weekdays (before 5:00PM EST), 40% calling attempts on weeknights (after 5:00PM EST), and 20% calling attempts on the weekend (9:00AM-8:00PM EST).

1.1.5.1.10. Cellphone calling hours: Conduct calling attempts on weekdays (before 5:00PM EST), on weeknights (after 5:00PM EST), and 30% calling attempts on weekends (9:00AM-8:00PM EST).

1.1.5.1.11. Adhere to respondents' requests for specific callback/appointment times whenever possible.

1.1.5.1.12. Develop and maintain procedures to ensure respondents' confidentiality, document and assess the quality of the interviewing process, and supervise and monitor the interviewers.

1.1.5.1.13. Assign a final disposition code, as provided by the Department, to each telephone number in the CDC-provided sample to describe the result of calling that number.

1.1.5.1.14. Employ technology that would enable the Department to unobtrusively monitor actual interviews in progress from its office in Concord, New Hampshire.

1.1.6. Data Processing/Data Submission

1.1.6.1. The Contractor must:

1.1.6.1.1 Process and deliver data to the CDC in SAS format by the 20th day of each month following data collection.

1.1.6.1.2 Provide electronic access to the Department for monthly monitoring and surveillance of data via a web portal set up through the CDC's website.

1.1.6.1.3 Use the CDC provided data layout file for monthly data submission.

1.1.6.1.4 Ensure the data file submitted contains information about all telephone numbers called, including complete and incomplete interviews.

1.1.6.1.5 Detect and correct data errors prior to submitting data to CDC using validation software provided by CDC.

1.1.6.1.6 Develop and maintain procedures to ensure the confidentiality of NH BRFSS respondents. Maintain confidentiality of all data, and maintain nightly backup discs for all data collected and archive offsite as appropriate.

1.1.6.1.7 Implement procedures for ensuring and documenting the quality of the interviewing process and the data management steps taken. Provide supervision and monitoring of interviewers. Monitoring is to be conducted through the use of unobtrusive, electronic two-way audio, and video means.

1.1.6.1.8 In the event that a systematic, recurring error is discovered in the sampling or interviewing operations, immediately notify Department of this error, correct the error at no cost to Department, and provide documentation to Department and CDC of both the occurrence and the correction. If necessary, the Contractor must submit a corrected, updated data file to Department and CDC.

1.1.6.1.9 Correct any problems found during the Department's review of datasets to the satisfaction of Department within four weeks of notification, at no cost to Department. The Department may then

require the Contractor to implement additional data consistency checks, as necessary.

1.1.6.1.10 Provide system development, hosting and maintenance services to the State and its end-users solely from data centers within the Continental United States. All storage, processing and transmission of State Data will be restricted to information technology systems within the Continental United States. The Contractor will not allow its personnel or subcontractors to store State data on portable devices including, but not limited to, personal computers, unless express prior written consent is obtained from DHHS Information Security.

1.1.7. Asthma Callback Surveys for both Adult and Childhood

1.1.7.1. The Contractor must plan, organize, test, and implement the Adult and Childhood Asthma Call-Back Surveys under the direction of the Department and according to specifications provided by the CDC.

1.1.7.2. The Contractor must conduct Adult Call-Back Surveys by calling all adult respondents to the NH BRFSS who had reported a lifetime prevalence of asthma and had agreed to participate in an in-depth follow-up asthma survey.

1.1.7.3. The Contractor must conduct Childhood Asthma Call-Back Surveys by calling the adult respondent who had agreed to participate and provide information on the child with asthma.

1.1.7.4. The Contractor must conduct interviews using the adult and childhood asthma questionnaires developed and provided by the CDC.

1.1.7.5. The Contractor must program and test CATI versions of the adult and childhood asthma surveys.

1.1.7.6. The Contractor must implement the necessary data processing programs and procedures.

1.1.7.7. The Contractor must train interviewers to conduct the callback surveys.

1.1.7.8. The Contractor must administer English-language surveys according to all standard BRFSS Asthma Call-back survey protocols.

1.1.7.9. The Contractor must process and submit un-weighted data to CDC on a monthly basis.

1.1.7.10. The Contractor must provide technical and data analysis assistance as needed.

1.1.7.11. The Contractor must ensure that all personnel providing the services are qualified to perform their assigned tasks and possess the appropriate training required by CDC.

1.1.7.12. The Contractor must provide technical assistance to the Department regarding survey methods and resultant findings as requested by Department.

1.1.7.13. The Contractor must ensure their project director meets annually with representatives from the Department and CDC for project site visits, including project monitoring.

1.1.7.14. The Contractor must ensure their project director or representative attends one national conference sponsored by CDC for BRFSS, as specified by CDC and the Department.

1.1.7.15. The Contractor must ensure their project director or representative assists in preparation of technical descriptions for annual funding proposals for New Hampshire's CDC Cooperative Agreement if needed.

1.1.7.16. The Contractor must communicate with and provide monthly written reports throughout the year to Department staff on the status of the project, or more frequently as needed.

1.1.7.17. The Contractor must ensure that their project manager communicates important issues to the Department as they arise and seeks input, clarification, or approvals from Department staff.

2. TECHNICAL REQUIREMENTS

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

3. HELPDESK SUPPORT

3.1. The Contractor must provide Help Desk support for questions from the State.

3.2. The Contractor must provide Help Desk support during the hours of 8:00 a.m. to 4:00 p.m. Eastern Standard Time Monday through Friday.

3.3. The Contractor must respond within two (2) hours of the initial query.

4. MEETINGS & REPORTING

4.1. The Contractor must submit a monthly progress report by secure email or via the web portal identified in Section 1.1.5.1.3., to Department indicating:

4.1.1. The number of completed interviews by month and year-to-date.

4.1.2. Final CDC Disposition Codes for all sample records, both complete and incomplete.

4.1.3. Average interview duration.

4.1.4. An annual evaluation report of survey quality.

5. TRAINING

5.1. The Contractor must provide CATI Floor Supervisors with a full-day training session before working on the NH BRFSS. The Contractor must ensure that the training addresses CDC protocols, BRFSS survey protocols, special aspects of the NH BRFSS survey, and full questionnaire content. The Contractor must ensure that members of the project management team must conduct the training with support from the QA Specialists and CATI Floor Supervisors.

5.2. The Contractor must develop NH BRFSS–specific training materials inclusive of a training manual, a frequently asked questions guide, and refusal conversion statements. All interviewer training materials and documentation must include the Office of Management and Budget (OMB) number in the header as required by CDC. The Contractor must also ensure that the OMB number and burden statement is programmed into the live instrument in case the interviewers need to immediately access that information during live dialing. The Contractor must share all training materials with the Department for input and review before training begins.

5.3. The Contractor must provide the Department with a link to a Microsoft Teams meeting to attend the training remotely.

5.4. The Contractor must train interviewers on the NH BRFSS prior to data collection. All training materials must be placed at each interviewer and CATI Floor Supervisor station on the call floor. The Contractor must ensure training includes:

5.4.1. Survey purpose and scope: The Contractor must discuss the background and scope of the NH BRFSS and instruct interviewers on the importance of refusal conversion and obtaining a high response rate. The Contractor must provide additional refusal conversion training to our interviewers and CATI Floor Supervisors, who work to convert soft refusals into completed interviews.

5.4.2. Review of questions: The Contractor must review the purpose of the various modules and how the Department plans to use the data. This will help interviewers determine whether a respondent understands a question or when to reread it. The Contractor must discuss specific interviewing instructions (e.g., when to read the response list and coding protocol). The Contractor must ensure that interviewers are experienced with split BRFSS surveys.

5.4.3. Probing: The Contractor must explain and demonstrate proper probing techniques, including rereading the question exactly as written. If further probing is needed, the Contractor must ensure that the interviewer uses neutral probes and probes that remind the respondent of all response categories.

5.4.4. Dealing with uncooperative respondents: The Contractor must train interviewers on techniques to avoid refusals and unnecessary breakoffs. The Contractor must ensure that interviewers and call center supervisors must discuss situations in which it may be necessary to call back to complete an interview. The Contractor must stress the importance of the first few seconds and minutes of contact and provide interviewers

with strategies to deal with the various challenges they may encounter when attempting to conduct the interview.

5.4.5. Role-playing and practice interviews: The Contractor must ensure that during role-playing sessions, interviewers familiarize themselves with new information, scripts, and practice responses to a variety of potentialities. The Contractor must ensure that call center Supervisors monitor these practice interviews and note poor and exemplary techniques the interviewers apply to elicit information from respondents.

5.4.6. Proper disposition coding: The Contractor must ensure that interviewers practice proper disposition coding, especially those associated with respondents the Contractor cannot contact or who is unable to participate. The Contractor must ensure that interviewers practice consistent coding of these attempts extensively.

5.5. The Contractor must ensure that interviewers begin making calls only after the QA specialists and all center supervisors are satisfied with completed practice interviews. The Contractor must ensure that CATI Floor Supervisors monitor new NH BRFSS interviewers for a minimum of two (2) interview days/shifts and provide them with immediate feedback.

5.6. The Contractor must ensure that QA Specialists and CATI Floor Supervisors review performance immediately. The Contractor must remove an interviewer whose performance is below average from the study and provide them with additional training in areas of deficiency. The Contractor must determine whether an interviewer who demonstrates the ability to perform as required will be allowed to rejoin the interviewing team.

5.7. Annual BRFSS Interviewer Training

5.7.1. At the start of each survey year, the Contractor must review the new questionnaire with all current NH BRFSS interviewers. The Contractor must provide a mandatory refresher training covering NH BRFSS methods, protocol, dispositions, and refusal conversion methods that all NH BRFSS interviewers must attend before dialing on the new survey. The Contractor must ensure that the Project Manager visits the call center in person to host the annual refresher training with all NH BRFSS interviewers following the procedures outlined above, including role-playing and practice interviewing.

5.8. Continuous Training

5.8.1. The Contractor must ensure that interviewers participate in interviewer enhancement courses each month. These courses provide the interviewing team with continual training that furthers their understanding of the NH BRFSS.

5.9. Refusal Conversion Training

5.9.1. The Contractor must ensure that interviewers are trained to avoid refusals. The Contractor must also have a team of individuals who has received additional training in managing particularly difficult respondents and ensure that initial refusals are converted into completed interviews while remaining courteous to the respondent.

5.9.2. The Contractor must ensure that Call Center Supervisors hand-select nonresponse conversion team members for their refusal aversion and conversion skills. The Contractor must ensure that these team members have at least six (6) months of BRFSS experience and receive extensive training in interviewing uncooperative respondents. Once on the team, the Contractor must ensure that members participate in regular workshops as part of ongoing development that focus on approaches to refusal conversion, involve role-playing different scenarios, and sharing both challenging situations and recent successes.

5.10. Partial-Complete Conversion Training

5.10.1. The Contractor must maintain a 15% or less partial-complete percentage. The Contractor must use internal reporting measures to inform and prepare their interviewing team for common location breakoffs so interviewers are prepared to tailor their approach to address the respondent's concerns. The Contractor must also identify which interviewers are experiencing the highest levels of partial completes to further coach them during QA sessions.

6. DATA PROTECTION

6.1. The Contractor must comply with Exhibit G, Attachment 2- Exhibit E: DHHS Information Security Requirements.

7. DATA LOCATION

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

8. PRIVACY IMPACT ASSESSMENT (PIA)

8.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:

8.1.1. How PII is gathered and stored;

8.1.2. Who will have access to PII;

8.1.3. How PII will be used in the system;

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

8.1.5. Privacy practices.

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

9. BACKGROUND CHECKS

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

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

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

10. CONTRACT END OF LIFE TRANSITION SERVICES

19.1 General Requirements

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

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

party consultants engaged by Recipient in connection with the Transition Services.

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

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

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

19.1.6 In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Appendix I, Example Contract and Exhibits - Exhibit E: DHHS Information Security Requirements.

19.2 Completion of Transition Services

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

19.2.2 Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Appendix I, Example Contract and Exhibits - Exhibit E: DHHS Information Security Requirements.

19.3 Disagreement over Transition Services Results

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

11. DELIVERABLE REVIEW AND ACCEPTANCE

11.1. Non-Software and Written Deliverables Review and Acceptance

22.1.1 The Contractor must provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and The Contractor must correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work / Project Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, The Contractor must correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

12. CHANGE ORDER / CHANGE MANAGMENT

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

12.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work / Project Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have

rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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

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

13. PROJECT MANAGEMENT

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

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

13.3. The Contractor Key Project Staff

13.3.1. The Contractor's Contract Manager

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

Renay Ceasar, Contracts Manager

renay.ceasar@icf.com

404.320.4539

13.4. The Contractor's Project Manager

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

Samantha Collins, ICF Project Manager

samantha.collins@icf.com

703.934.3000

13.4.1.1. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include,

without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

13.4.1.2. The Vendor's Project Manager's duties shall include the following:

a. Leading the Project;

b. Managing significant issues and risks;

c. Review and approval of Change Orders;

d. Managing stakeholders' concerns.

13.5. The State Key Project Staff

13.5.1. The State Contract Manager

13.5.1.1. 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:

Chiahui S. Chawla, Administrator IV

Chiahui.S.Chawla@dhhs.nh.gov

603.271.4933

13.5.2. The State Project Manager

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

Kim C. Lim, PhD, MPH

BRFSS Coordinator

kim.c.lim@dhhs.nh.gov

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

a. Leading the Project;

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

c. Managing significant issues and risks;

d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;

f. Review and approval of Change Orders;

g. Managing stakeholders' concerns.

14. WORK / PROJECT PLAN

14.1. The Contractor's Project Manager and the State Project manager shall finalize the Work / Project Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work

/ Project Plan is a joint effort on the part of the Contractor and State Project Managers. The Contractor must update the Work / Project plan no less than every two weeks, and review status and changes with the State's Project Manager.

14.2. The preliminary Work / Project plan created by the Contractor and the State is set forth in this Section. The Work / Project plan will be finalized and dates applied once the project begins.

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

15. CONTRACT WARRANTIES AND REPRESENTATIONS

15.1. Services

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

16. ADMINISTRATIVE SERVICES

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

17. TERMS AND DEFINITIONS

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

18. CONTRACTOR'S CERTIFICATES

18.1. Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C: PAYMENT TERMS

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

5.1. Invoices may be emailed to: DPHSContractBilling@dhhs.nh.gov; or

5.2. Invoices may be mailed to:

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT C: PAYMENT TERMS

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

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

10. PAYMENT SCHEDULE

This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor must be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below:

10.1. Deliverables / Activities / Milestones

The Contractor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in the Table: Activity/ Deliverables/ Milestones.

10.2. Other Cost Pricing

APPENDIX E: TABLE 6			
OTHER COST PRICING WORKSHEET			
OTHER COST DESCRIPTION	**State Fiscal Year 2024 (G&C Approval – June 30, 2024)**	**State Fiscal Year 2025 (July 1, 2024– June 30, 2025)**	**State Fiscal Year 2026 (July 1, 2025 – December 31, 2025**
Landline Cost Per Interview	**$79.96 @ 1,706 completes = $136,411.76**	**$81.46 @ 3,412 completes = $277,941.52**	**$82.96 @ 1,706 completes = $141,529.76**
Cell Phone Cost Per Interview	**$132.07 @ 1,794 completes = $236,933.58**	**$134.55 @ 3,588 completes = $482,765.40**	**$137.02 @ 1,794 completes = $245,813.88**
Asthma Cost Per Interview	**$39.08 @ 250 completes = $9,770.00**	**$39.81 @ 500 completes = $19,905.00**	**$40.54 @ 250 completes = $10,135.00**

Weighting Data	**N/A – data available in SF25**	**$12,471.24**	**$12,592.86**
TOTAL PER SFY	**$383,115.34**	**$793,083.16**	**$410,071.50**
TOTAL	**$383,115.34**	**$793,083.16**	**$410,071.50**

The Contractor's staff hours and associated labor costs are incorporated into the landline, cell phone and asthma costs per interview.

10.3. Implementation Pricing Summary

APPENDIX E: TABLE 7		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	**COST TYPE**	**TOTAL COST**
1	**Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)**	**N/A**
2	**Hardware Pricing (Total from Hardware Pricing Worksheet)**	**N/A**
3	**Software License Pricing (Total from Software License Pricing Worksheet)**	**N/A**
4	**Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)**	**N/A**
5	**Hosting Pricing (Total from Hosting Detail Pricing Worksheet)**	**N/A**
6	**Other Pricing (Total from Other Cost Pricing Worksheet)**	**$1,586,270.00**
GRAND TOTAL		**$1,586,270.00**

10.4. Total Cost

Use the table below to list all cost listed above which must be totaled by State Fiscal Year.

TABLE 9			
TOTALS BY STATE FISCAL YEAR			
State Fiscal Year 2024 (G&C Approval – June 30, 2024	**State Fiscal Year 2025 (July 1, 2024 – June 30, 2025)**	**State Fiscal Year 2026 (July 1, 2025 – December 31, 2025**	**Total**
$407,198.00	**$563,360.00**	**$615,712.00**	**$1,586,270.00**
GRAND TOTAL			**$1,586,270.00**

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EXHIBIT D: SOFTWARE LICENSE AGREEMENT

Not applicable

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EXHIBIT E: ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

TABLE E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Project Manager	Kim Lim	Five (5) Business Days
First	Project Manager	William Moir	Ten (10) Business Days
Second	Project Manager/Officer-in-Charge	Chiahui Chawla	Fifteen (15) Business Days
Third	Project Manager/Officer-in-Charge	Iain Watt	Twenty (20) Business Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

3.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

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EXHIBIT F: TERMS AND DEFINITIONS

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

EXHIBIT F: TERMS AND DEFINITIONS

Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.

EXHIBIT F: TERMS AND DEFINITIONS

Personally Identifiable Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: *DHHS Information Security Requirements*
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

EXHIBIT F: TERMS AND DEFINITIONS

Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Subscription	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT F: TERMS AND DEFINITIONS

Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work / Project Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Attachment 1: *IT Requirements Workbook*. The Work / Project Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. DHHS ATTACHMENTS

1.1. Exhibit G Attachment 1 - IT Requirements Workbook
1.2. Exhibit G Attachment 2 - DHHS Standard Exhibits D-F:
- 1.2.1. Exhibit D – Certification Regarding Drug-Free Workplace Requirements
- 1.2.2. Exhibit D – Certification Regarding Lobbying
- 1.2.3. Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters
- 1.2.4. Exhibit D – Certification of Compliance
- 1.2.5. Exhibit D – Certification Regarding Environmental Tobacco Smoke
- 1.2.6. Exhibit D – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)
- 1.2.7. Exhibit E - DHHS Information Security Requirements
- 1.2.8. Exhibit F - Business Associate Agreement

2. CONTRACTOR CERTIFICATES

2.1. Contractor's Certificate of Good Standing
2.2. Contractor's Certificate of Vote/Authority
2.3. Contractor's Certificate of Insurance

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: FEDERAL REQUIREMENTS

DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION A: 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 CONTRACTORS 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 contractors (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 contractor (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. Grantees using this form should send it to:

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

1. The Contractor 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 Contractor'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 Contractor's policy of maintaining a drug-free workplace;

1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and

1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1.4.1. Abide by the terms of the statement; and

1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency 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 Contractor 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:

DocuSigned by:
Jane Ketchum
0310B99B1B1C4DE...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION B: 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-l.)

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.

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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:

DocuSigned by:
Jane Ketchum
6510B991AB1040E...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION C: 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:

1. INSTRUCTIONS FOR CERTIFICATION

1.1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.

1.2. 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.

1.3. 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.

1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement 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.

1.5. 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.

1.6. The prospective primary participant agrees by submitting this grant agreement 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.

1.7. 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.

1.8. 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 Non-procurement List (of excluded parties).

1.9. 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 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.

1.10. 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.

2. PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2.2. Have not within a three-year period preceding this proposal (grant agreement) 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;

2.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and

2.4. 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.

2.5. 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 (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant agreement), 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:

3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

3.2. 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 (grant agreement).

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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3.3. The prospective lower tier participant further agrees by submitting this proposal (grant agreement) 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:

DocuSigned by:
Jane Ketchum
B4108991A81D48F...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION D: 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:

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;

9. 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.

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:

CONTRACTOR NAME:

DocuSigned by:
Jane Ketchum
6510E99FA1D70E...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
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EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: FEDERAL REQUIREMENTS

DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION E: 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 agreement, 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:

DocuSigned by:
Jane Ketchum
6510E991A81D40E

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.
As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: DQ7YZMCK5D23
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal

contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

_X_ NO ___ YES

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

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

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

___ NO ___ YES

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

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

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

CONTRACTOR NAME:

DocuSigned by:
Jane Ketchum
63DE99F1A1A94E...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
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EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

1. DEFINITIONS

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

1.1. "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.

1.2. "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.

1.3. "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.

1.4. 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.

1.5. "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.

1.6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

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

1.8. "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.

1.9. "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.

1.10. "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.

1.11. "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.

1.12. "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.

1.13. "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.

2. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

2.1. Business Use and Disclosure of Confidential Information.

2.1.1. 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.

2.1.2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

2.1.3. 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.

2.1.4. 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.

2.1.5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

2.1.6. 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.

3. METHODS OF SECURE TRANSMISSION OF DATA

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

3.6. 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.

3.7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

3.8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

3.9. 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.

3.10. 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).

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

4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

4.1. 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:

4.2. Retention

4.2.1. 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.

4.2.2. 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.

4.2.3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.

4.2.4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2

4.2.5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.

4.2.6. 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.

4.3. Disposition

4.3.1. 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.

4.3.2. 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.

4.3.3. 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.

5. PROCEDURES FOR SECURITY

5.1. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

5.1.1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

5.1.2. 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.).

5.1.3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

5.1.4. 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.

5.1.5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.

5.1.6. 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.

5.1.7. 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.

5.1.8. 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.

5.1.9. 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.

5.1.10. 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.

5.1.11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

5.1.12. 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.

5.1.13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

5.1.14. 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.

5.1.15. 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.

5.1.16. The Contractor must ensure that all End Users:

5.1.17. 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.

a. Safeguard this information at all times.
b. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
c. 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.

d. Limit disclosure of the Confidential Information to the extent permitted by law.

e. 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.).

f. 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.

g. 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.

h. 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.

5.1.18. 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.

6. LOSS REPORTING

6.1. 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 6.

6.2. 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:

6.3. Identify Incidents;

6.4. Determine if personally identifiable information is involved in Incidents;

6.5. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

6.6. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

6.7. 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.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

7. PERSONS TO CONTACT

1. DHHS Privacy Officer: DHHSPrivacyOfficer@dhhs.nh.gov
2. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

CONTRACTOR NAME:

DocuSigned by:
Jane Ketchum
8510B904A81D49E...
NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Iain Watt
D770DD63F9704C7...
NAME: Iain Watt
TITLE: Interim Director - DPHS
DATE: 1/16/2024

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT (BAA)

DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

1. DEFINITIONS.

1.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

1.2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

1.3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

1.4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

1.5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

1.6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

1.7. "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.

1.8. "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.

1.9. "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).

1.10. "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.

1.11. "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.

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

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

1.14. "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.

1.15. "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.

1.16. 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.

2.1. 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.

2.2. Business Associate may use or disclose PHI:

a. For the proper management and administration of the Business Associate;
b. As required by law, pursuant to the terms set forth in paragraph d. below; or
c. For data aggregation purposes for the health care operations of Covered Entity.

2.3. 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.

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

2.5. 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.

3.1. 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.

3.2. 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:

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

3.3. 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.

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

3.5. 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.

3.6. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

3.7. 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.

3.8. 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.

3.9. 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.

3.10. 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.

3.11. 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.

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.

3.12. 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

3.13. 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

4.1. 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.

4.2. 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

4.3. 164.506 or 45 CFR Section 164.508.

4.4. 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.

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT (BAA)

5. TERMINATION FOR CAUSE

5.1. 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 Appendix 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

6.1. 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 Appendix I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

6.2. 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.

6.3. 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.

6.4. 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.

6.5. Segregation: If any term or condition of this Appendix 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 Appendix I are declared severable.

6.6. Survival: Provisions in this Appendix 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 Business Associate Agreement.

CONTRACTOR NAME:

DocuSigned by:
Jane Ketchum
6710E99A8A1A4DE...

NAME: Jane Ketchum
TITLE: Senior Contracts Manager
DATE: 1/12/2024

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL RISK FACTOR SURVEILLANCE SYSTEM (BRFSS)
RFP-2024-DPHS-01-BRFSS (DOIT #2024-026)

EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT (BAA)

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Iain Watt

NAME: Iain Watt
TITLE: Interim Director - DPHS
DATE: 1/16/2024

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Behavioral Risk Factor Surveillance System (BRFSS)
Exhibit G: Attachment 1 - IT Requirements Workbook

APPLICATION REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	CDC Portal/Secure ICF Portal
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	SAS
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Apache httpd
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	SQL authentication for application-to-application authentication
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Voxco application local accounts for CATI agents; AD authentication for system admins
A2.3	Enforce unique user names.	M	Yes	See A2.2
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	AD fine-grained password policy
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	AD fine-grained password policy
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	SQL TDE, encrypted LM & NT hash in A/D
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	AD fine-grained password policy
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	AD, Voxco
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	GPO
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	No Code Development
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	AD, DUO
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Azure Tenant
A2.13	All logs must be kept for 4 years.	M	Yes	Will deliver in format accessible by Department (date/time stamped)
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Log Out
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	N/A
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Encryption
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Logical separation and identity management
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Change Advisory Board review
A2.19	Utilize change management documentation and procedures.	M	Yes	Microsoft System Service Manager
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	N/A	This does not apply to Vendor's solution.

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A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	Yes	Application logs, OS audit logs, SEIM, EDR

TESTING REQUIREMENTS

State Requirements			Vendor	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Assessment
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Assessment
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Assessment
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Assessment
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Assessment
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Assessment
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Assessment
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Assessment
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Assessment
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Assessment
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Assessment
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Assessment
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Assessment
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Assessment
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Change Request
STANDARD TESTING				
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Self-Certification Form Submitted to CDC
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	WAPT Pro

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T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Export and import of survey instrument from the application
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Disaster Recovery Documentation
HOSTING-CLOUD REQUIREMENTS				
State Requirements			**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	N/A
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	N/A
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	N/A
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Centralized patch management system
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Security Operations Center, log ingestion into EDR
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Client portal or SFTP
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Industry-leading backup tools with immutable backups
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Monitoring and alerting software
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	ICF Client Portal
DISASTER RECOVERY				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Corporate-level and System-level DR Plans
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	DR Plan
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Documented in the backup configuration and in DR plan
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Best-in-class Backup Software
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Best-in-class Backup Software
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Disaster Recovery Documentation
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	t-log backups
HOSTING SECURITY				

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H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Encrypted ODBC
H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	SOC2 and other audits & scans
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	System, Application, Web and Database logs
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	DISA STIGs
	SERVICE LEVEL AGREEMENT			
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	N/A
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	The Contract
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	SLAs between ICF and ICF's vendors and suppliers
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Contracts between ICF and ICF's vendors and suppliers; centralized patch management software; emergency implementations for zero-days
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday through Friday EST.	M	Yes	Phone and Email
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	N/A
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Project Team Staff supporting the State; ICF internal technical teams supporting Project Staff
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Attestation (email or letter upon request)

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H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Maintenance Window
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	N/A
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Change Management System
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	N/A
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Maintenance Documentation
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Telephone/Email Notification

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements			Vendor	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
	SUPPORT & MAINTENANCE REQUIREMENTS			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	N/A
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	The Contract
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	SLAs between ICF and ICF's vendors and suppliers
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday through Friday EST.	M	Yes	Phone and Email
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	N/A
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Email/Documentation
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Yes	Ticketing systems
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Email/Documentation

S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	N/A
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Change Management Policy and Change Management Software
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	N/A
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	ICF has internal ticketing system for tracking internal issues. Since this RFP does not request that the Vendor create any software or system for use by the State, there is nothing to repair in that sense. If there is an issue with the data collection or data analysis that impacts deliverables to the State, ICF will maintain a written record of such issues.
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Centralized patch management software and change request in ticketing system
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Email
S1.15	The Venor shall agree to use a secure FTP site provided by the State for uploading and downloading files if applicable.	M	Yes	N/A
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	ICF's SFTP server
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Same as H4.8
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Email/Virtual Meeting
PROJECT MANAGEMENT				
State Requirements			**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
PROJECT MANAGEMENT				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	N/A
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	N/A

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Contractor Initials:
Date: 1/12/2024

P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than bi-monthly.	M	Yes	Email
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Email
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in a MS Word or PDF format, and provide a copy of the documentation to the State.	M	Yes	Client portal or SFTP
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	N/A
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Work Plan. Virtual meetings may be permitted if approved by DHHS.	M	Yes	Email/Virtual Meeting
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	N/A
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Yes	N/A
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	N/A
P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan.	M	Yes	Email
WEBSITE AND SOCIAL MEDIA MANAGEMENT				
State Requirements			**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
PROJECT MANAGEMENT				
W1.1	The Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.	M	Yes	N/A

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Contractor Initials:
Date: 1/12/2024

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ICF MACRO, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 23, 1996. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **259980**

Certificate Number: **0006350778**

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

David M. Scanlan
Secretary of State

DocuSign Envelope ID: 6FD35422-E1C7-4C66-86A5-6302A8AE6614

ICF MACRO, INC.
ASSISTANT SECRETARY CERTIFICATE

The undersigned, Rosemarie Jones, hereby certifies:

I am the duly elected and appointed Assistant Secretary of ICF Macro, Inc., a Delaware Corporation (the "Company"), and in that capacity I have access to the company records, minute books and tax records of the Company, and am familiar with the matters therein contained and herein certified.

ICF International, Inc., a Delaware corporation, is the ultimate parent company (the "Parent") to multiple subsidiaries worldwide (the "ICF Companies"), including ICF Macro, Inc.

Pursuant to resolutions adopted and approved by the Parent's Board of Directors, such Board expressly granted and delegated defined authorities to one or more senior executives of the Parent, who are empowered to further delegate signature and other operational authority for the ICF Companies.

ROBERT TOTH has been duly elected and appointed Senior Vice President, Contracts and Administration of the Company, has been duly authorized to bind the Company to terms and conditions of bids, proposals, contracts and other actions by the authorized senior management of the Company, has authority to sign any and all documents necessary to complete the aforementioned, and such authorization is presently in full force and effect.

ROBERT TOTH is authorized to delegate authority to authorize other Company officials to bind the Company to terms and conditions of bids, proposals, contracts, and other specific actions and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, related to the New Hampshire Department of Health and Human Services Behavioral Risk Factor Surveillance System RFP-2024-DPHS-01-BRFSS (DoIT #2024-026) ("Matter") with the State of New Hampshire Department of Health and Human Services ("Company Client").

ROBERT TOTH has delegated his signature authority and authority to bind the Company regarding the Matter to Jane Ketchum, Sr Contracts Manager. Ms. Ketchum is duly authorized to sign alone on behalf of the Company regarding the Matter. This Assistant Secretary Certificate is valid solely with respect to this Matter and this Company Client.

This authority is valid thirty (30) days prior to and remains valid for thirty (30) days from the date of this Certificate of Authority. It is understood that the State of New Hampshire will rely on this certificate as evidence that the persons listed above currently occupy the positions indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

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ICF Macro, Inc.
RFP-2024-DPHS-01-BRFSS (DoIT #2024-026)

IN WITNESS WHEREOF, I have executed this Assistant Secretary Certificate on this 20th day of December, 2023.

Rosemarie Jones

Digitally signed by Rosemarie Jones
Date: 2023.12.20 12:46:14 -05'00'

Rosemarie Jones, Assistant Secretary
ICF Macro, Inc.

DocuSign Envelope ID: 6FD35422-E1C7-4C66-86A5-6302A8AE6614

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/30/2023

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

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

Holder Identifier :

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
One Liberty Plaza
165 Broadway, Suite 3201
New York NY 10006 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Great Northern Insurance Co.	20303
INSURER B:	Federal Insurance Company	20281
INSURER C:	ACE American Insurance Company	22667
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
ICF Macro, Inc.
1902 Reston Metro Plaza
Reston VA 20190 USA

COVERAGES **CERTIFICATE NUMBER:** 570100487349 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			35812409 Package - Domestic	07/01/2023	07/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			7352-29-55 Automobile - All States	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71754337 Workers Compensation	07/01/2023	07/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Certificate No : 570100487349

CERTIFICATE HOLDER

NH DHHS
129 Pleasand St.
Concord, NH 03301 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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