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

Lori A. Weaver  
 Commissioner

Iain N. Watt  
 Interim Director

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

February 6, 2024

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Bamboo Health, Inc. (formerly known as Appriss, Inc.) (VC#483624), Louisville, Kentucky, to continue to integrate healthcare providers onto software that provides real-time data concerning the dispensing of controlled drugs, by increasing the price limitation by \$1,107,000 from \$2,535,750 to \$3,642,750 with no change to the contract completion date of June 30, 2026, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on January 26, 2022, item #19.

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.

05-95-90-904010-1380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, PRESCRIPTION DRUG MONITORING, PRESCRIPTION DRUG

**100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prgm Svcs	90138013	\$856,509.79	\$0.00	\$856,509.79
<i>Sub Total</i>				\$856,509.79	\$0.00	\$856,509.79

05-95-90-901010-6672 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF HEALTHCARE ACCESS, EQUITY & POLICY, PRESCRIPTION DRUG MONITORING

**100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2024	102-500731	Contracts for Prgm Svcs	90138013	\$1,149,240.21	\$369,000.00	\$1,518,240.21
2025	102-500731	Contracts for Prgm Svcs	90138013	\$265,000.00	\$369,000.00	\$634,000.00
2026	102-500731	Contracts for Prgm Svcs	90138013	\$265,000.00	\$369,000.00	\$634,000.00
<i>Sub Total</i>				\$1,679,240.21	\$1,107,000.00	\$2,786,240.21
<b>Total</b>				<b>\$2,535,750.00</b>	<b>\$1,107,000.00</b>	<b>\$3,642,750.00</b>

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

**EXPLANATION**

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. This request is to add federal funding received in November 2023, to allow the Department to fully support integration of the chosen software for prescription drug monitoring into every physician and pharmacist's workflow providing them real-time data regarding the dispensing of controlled drugs. Per RSA 126-A:89-96, the Department must maintain a Controlled Drug Prescription Health and Safety Program that provides an electronic prescription drug monitoring solution.

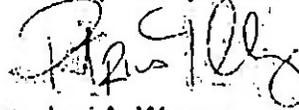
The Contractor will continue to provide prescription monitoring services for prescribers and dispensers, including current dispensing data and health risk information. This amendment will ensure the continuation of current Prescription Drug Monitoring Program services and capabilities for mandatory system registration and utilization, real-time access to data, and regular reporting. The system also produces and issues clinical alerts for prescribers when patients meet clinical thresholds of concern and regular reports on their prescribing practices in relation to other prescribers in their field of practice.

Should the Governor and Council not authorize this request, the Department will be unable to build out prescription drug monitoring with participating healthcare providers jeopardizing the Department's compliance with RSA 126-A:89-96.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.136, FAIN #NU17CE010211.

Respectfully submitted,



Lori A. Weaver  
Commissioner



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

**Denis Goulet**  
*Commissioner*

February 6, 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 amendment with Bamboo Health, Inc., as described below and referenced as DoIT No. 2021-002A.

The purpose of this request is to provide for continued support for healthcare providers to integrate with the prescription monitoring solutions and to provide real-time data concerning the dispensing of controlled drugs.

The Total Price Limitation will increase by \$1,107,000 for a New Total Price Limitation of \$3,642,750 effective upon Governor and Council approval through June 30, 2026.

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 #2021-002A

cc: Michael Williams, IT Manager, DoIT

**State of New Hampshire  
Department of Health and Human Services  
Amendment #1**

This Amendment to the Prescription Drug Monitoring Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Bamboo Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on January 26, 2022 (Item #19) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

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

1. Form P-37, General Provisions, Block 1.3 Contractor Name, to read:  
Bamboo Health, Inc.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,642,750
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Robert W. Moore, Director
4. Modify Exhibit B, Statement of Work, Section 8 Work Plan - Table by replacing in its entirety with the table below:

	Task Name	Start	Finish
1	Planning and Project Management	January 2022	January 2023
2	Installation	January 2022	January 2022
3	Implementation	January 2022	January 2023
4	Testing	January 2022	January 2023
5	System Deployment	January 2022	January 2023
6	Operations	January 2022	January 2023
7	STATEWIDE INTEROPERABILITY PROGRAM (PMP GATEWAY) MARKETING AND PROMOTION	January 2022	January 2026

5. Modify Exhibit C, Price and Payment Schedule, Section 10 Payment Schedule, Subsection 10.1.2,

DS  
BM

Table by replacing in its entirety with the table below:

Software Name	Initial Cost	Maintenance Support and Upgrades					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
PMP AWARxE w/NarxCare	\$0	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$950,000
A12.1 Prescriber Outlier Model (standard)	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$175,000
Web Site Hosting, Maintenance Support	Included	Included	Included	Included	Included	Included	N/A
Statewide Interoperability Program (PMP Gateway)	\$0	\$369,000	\$369,000	\$369,000	\$369,000	\$369,000	\$1,845,000
<b>Sub-Total 1:</b>	<b>\$50,000</b>	<b>\$584,000</b>	<b>\$584,000</b>	<b>\$584,000</b>	<b>\$584,000</b>	<b>\$584,000</b>	<b>\$2,970,000</b>

6. Modify Exhibit C, Price and Payment Schedule, Section 10 Payment Schedule, Subsection 10.1.6, Table by replacing in its entirety with the table below:

Service Category	Costs
Onetime Payments	\$472,750.00
Maintenance Support and Upgrades	\$2,970,000.00
System Change Requests	\$200,000.00
<b>Total Contract</b>	<b>\$3,642,750.00</b>

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

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

State of New Hampshire  
Department of Health and Human Services

3/12/2024

Date

DocuSigned by:

Iain Watt

Name: Iain Watt

Title: Interim Director - DPHS

Bamboo Health, Inc.

3/12/2024

Date

DocuSigned by:

Brian Manning

Name: Brian Manning

Title: CRO

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

OFFICE OF THE ATTORNEY GENERAL

3/13/2024

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BAMBOO HEALTH, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on December 10, 2021. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 887924

Certificate Number: 0006531386



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of January A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF VOTE/AUTHORITY**

I, Darren Moore of Bamboo Health, Inc. do hereby certify that:

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

*Darren Moore*

February 29, 2024

\_\_\_\_\_  
Name: Darren Moore  
Title: CLO and Secretary  
Company Name: Bamboo Health, Inc.

\_\_\_\_\_  
Date



DEC 29 '21 AM 8:34 RCVD

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

Lori A. Shibanette  
Commissioner

Patricia M. Tilley  
Director

29 HAZEN DRIVE, CONCORD, NH 03301  
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www.dhhs.nh.gov

October 23, 2021

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Appriss Inc. (VC#253321), Louisville, Kentucky in the amount of \$2,535,750 for a prescription monitoring solution that provides real-time data concerning the dispensing of controlled drugs to assist practitioners in ensuring controlled medications are appropriately prescribed and dispensed, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funds are available in the following account for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024, 2025, and 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.

05-95-090-904010-1380 HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, PRESCRIPTION DRUG MONITORING

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2022	102-500731	Contracts for Prog Svc	90138013	\$1,106,750
2023	102-500731	Contracts for Prog Svc	90138013	\$634,000
2024	102-500731	Contracts for Prog Svc	90138013	\$265,000
2025	102-500731	Contracts for Prog Svc	90138013	\$265,000
2026	102-500731	Contracts for Prog Svc	90138013	\$265,000
			Total	\$2,535,750

**EXPLANATION**

The purpose of this request is for a prescription drug monitoring solution that provides real-time data concerning the dispensing of controlled medications to assist practitioners in ensuring that controlled medications are appropriately prescribed and dispensed and to aid in the deterrence of misuse and diversion of schedule II-IV controlled substances. This database

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2 of 3

solution is required in order for the Department to be in compliance with RSA 126-A:89-97. House Bill 2 of the 2021 legislative session transferred the organizational responsibility of the Controlled Drug Prescription Health and Safety Program (referred to as the Prescription Drug Monitoring Program, PDMP) from the Office of Professional Licensure and Certification to the Department of Health and Human Services, effective July 1, 2021, and changed the authorizing statute from RSA 318-B:31-40 to RSA 126-A:89-97.

This contract provides critical prescription monitoring services for prescribers and dispensers, such as current dispensing data and health risk information. This contract will ensure the continuation of current Prescription Drug Monitoring Program services and systems for mandatory system registration and utilization, real-time access to data, and regular reporting, including prescriber report cards and clinical alerts. Prescribers receive from the system regular reports on their prescribing practices in relation to other prescribers in their field of practice. The system also produces and issues clinical alerts for prescribers when patients meet clinical thresholds of concern, for example, prescriber-dispenser threshold, opioid-benzodiazepine threshold, and daily morphine milligram equivalent (MME) threshold. Additionally, the Prescription Drug Monitoring Program monitors the state's mandatory query requirement for prescribers who prescribe opioids for the treatment and management of pain.

This contract includes new functionality that will allow for the implementation of SB45, from the 2021 legislative session, with regard to allowing the establishment of secure connections between the Prescription Drug Monitoring Program system and practitioners' electronic health record keeping system, creating efficiencies for prescribers and dispensers and increasing their utilization of the system. The Department will monitor contracted services by continually monitoring the project status reports and development plans.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Office of Professional Licensure & Certification website from August 5, 2020 through September 18, 2020. The Office of Professional Licensure & Certification received one (1) response that was reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A – Special Provisions of the attached contract, the parties have the option to extend the agreement for up three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department will not be able to meet the statutory requirements of RSA 126-A:89-97 to maintain a Controlled Drug Prescription Health and Safety Program that provides an electronic prescription drug monitoring solution.

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

Area served: Statewide

Source of Funds: CFDA # 93.136, FAIN # NU17CE924984

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

Respectfully submitted,

DocuSigned by:  
*Lori A. Shibi nette*  
248A837ED8E8488..

Lori A. Shibi nette  
Commissioner

STATE OF NEW HAMPSHIRE RFP-2022-DPHS-10-PRESC-01 RFP 2021-002 Prescription Drug Management Program MASTER SCORE SHEET
---

CATEGORIES	AVAILABLE POINTS	Apprix, Inc.
<b>Proposed Software Solution:</b> Proposal Section III: Responses to Requirements and Deliverables Proposal Sections IV: Narrative Responses (Topics 1 - 6, 12, 13) Work Plan References Vendor Presentation and Demonstration	35	27
<b>Vendor's Technical, Service and Project Management Experience</b> Proposal Section III: Responses to Requirements and Deliverables Proposal Sections IV: Narrative Responses (Topics 7-11, 14-25) Work Plan References Vendor Presentation and Demonstration	25	19
<b>SCORING OF VENDOR COMPANY</b> Proposal Section V: Corporate Qualifications References Vendor Presentation and Demonstration Financial Information	5	4
<b>Staffing Qualifications</b> Proposal Section V: Corporate Qualifications Proposal Section VI: Qualifications of Key Staff Vendor Presentation and Demonstration References	5	4
<b>Total Technical Proposal Score:</b> (A minimum Technical Proposal score of 50 Points is required for further consideration. Vendor Proposals receiving a Technical Proposal score of less than 50 will not be considered in the cost calculation)	70	54
<b>FEE STRUCTURE (Calculated Score):</b> Vendor proposed Software Solution cost will be allocated a maximum score of (30) points. The State will consider both implementation and subsequent (5) year license and maintenance costs, provided in Tables F-1	30	30
<b>TOTAL POTENTIAL TECHNICAL AND FEE POINTS</b>	100	84

Reviewer Name and Title
1. Michael Viggiano, RPH - NH PDMP Advisory Council Member
2. David Strang, MD - NH PDMP Advisory Council Chair
3. Rebecca Baton - NH Dept. of Information Technology
4. Mark Ciotti - NH PDMP Program Analyst
5. Michelle Ricco Jones - NH PDMP Program Administrator



**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doi](http://www.nh.gov/doi)

**Denis Goulet**  
*Commissioner*

October 27, 2021

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

Dear Commissioner Shabinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Appriss, Inc. of Louisville, Kentucky as described below and referenced as DoIT No. 2021-002.

The purpose of this contract is for Appriss, Inc. to provide a prescription monitoring solution that provides real-time data concerning the dispensing of controlled drugs to assist practitioners in ensuring controlled medications are appropriately prescribed and dispensed. This contract provides critical prescription monitoring services such as vital prescription and health risk information for prescribers and dispensers.

The amount of the contract is not to exceed \$2,535,750, and shall become effective upon the date of Governor and Executive Council approval through June 30, 2026.

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

Sincerely,

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

Denis Goulet

DG/ik  
DoIT #2021-002  
cc: Michael Williams, IT Manager, DoIT



**STATE OF NEW HAMPSHIRE**

**Department of Health and Human Services  
Prescription Drug Monitoring Program  
RFP-2022-DPHS-10-PRESC**

**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**Prescription Drug Monitoring Program**  
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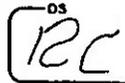
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OS  


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

Date: 12/23/2021

**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**Prescription Drug Monitoring Program**  
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**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**2021-002 – NH Prescription Drug Monitoring Program**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

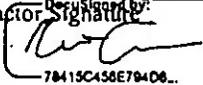
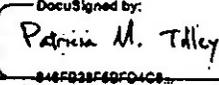
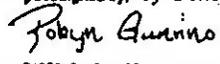
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> New Hampshire Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Appriss Inc.		<b>1.4 Contractor Address</b> 9901 Lin Station Road, Suite 500 Louisville, KY 40223	
<b>1.5 Contractor Phone Number</b> (866) 277-7477	<b>1.6 Account Number</b> 05-95-090-904010-1380	<b>1.7 Completion Date</b> June 30, 2026	<b>1.8 Price Limitation</b> \$ 2,535,750.00
<b>1.9 Contracting Officer for State Agency</b> Nathan D. White, Director		<b>1.10 State Agency Telephone Number</b> (603) 271-9631	
<b>1.11 Contractor Signature</b> Date:  12/23/2021 <small>78415C458E79406...</small>		<b>1.12 Name and Title of Contractor Signatory</b> Robert Cohen, President	
<b>1.13 State Agency Signature</b> Date:  12/23/2021 <small>84E833F40F01C...</small>		<b>1.14 Name and Title of State Agency Signatory</b> Patricia M. Tilley                      Director	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/27/2021 <small>78073084981400...</small>			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			

03  


**STATE OF NEW HAMPSHIRE**  
**Department of Health and Human Services**  
**2021-002 – NH Prescription Drug Monitoring Program**  
**STATE OF NEW HAMPSHIRE GENERAL PROVISIONS - P37**

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State

shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

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

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

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

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

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

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

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

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for

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the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period

from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

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

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

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

**9. TERMINATION.**

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

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

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

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

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letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

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

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

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

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the

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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block

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1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

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

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

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

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

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

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

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**EXHIBIT A - SPECIAL PROVISIONS**

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

- A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:**
- 3.3 The Term may be extended up to Two (2) times(s), ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, up to but not beyond June 30, 2029 under the same terms and conditions, subject to approval of the Governor and Executive Council.
- A.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.
- A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:**
- 8.4 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.
- A.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, terminate the Agreement for any reason, in whole or in part. In the event of such termination, the Contractor shall 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

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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, this 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" requirement in the Additional Requirements section of this RFP; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property. 9.2.3.

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

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

10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements Exhibit.

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

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

**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 or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

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

**A.5 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:**

- 12.3** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:
- a. continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State;
  - b. immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**A.6 Provision 13, Indemnification and Limitation of Liability, is deleted and replaced with the following:**

- 13.1.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees,

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

- 13.2 The aggregate liability of the Contractor, in each case under this Agreement (and whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort (including negligence or breach of statutory duty), or otherwise) shall not exceed two times the contract price. Notwithstanding the foregoing, Contractor's liability for any data security breaches, as referenced in Exhibit K, DHHS Information Security Requirements (Section IV, Procedures for Security, Paragraph 11) shall not exceed Fifteen Million Dollars (\$15,000,000) per claim. The limitation of liability shall not apply to claims related to (a) fraud or willful misconduct, (b) death or personal injury, (c) Contractor's failure to follow and implement cyber security best industry practices for protecting confidential information.

**A.7 The following Provisions are added and made part of the P37:**

**25. FORCE MAJEURE**

- 25.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 25.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**26. EXHIBITS/ATTACHMENTS**

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

**27. NON-EXCLUSIVE CONTRACT**

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

**28. GOVERNMENT APPROVALS**

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

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

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**EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES**

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

**1. STATEMENT OF WORK**

The Contractor shall provide a software solution and associated services for the New Hampshire Prescription Drug Monitoring Program (PDMP) to collect prescription data for online review by practitioners and pharmacists and administrative reporting and analysis of data. Specifically, the following software solution and associated services include:

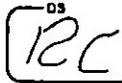
- CONTRACTORS PMP AWARxE
- NarxCare
- Custom Enhancements (as set forth in Exhibit G, Attachment 1)
- Statewide Interoperability through Prescription Drug Monitoring Program Gateway, for a period of two years (as set forth in Exhibit G, Attachment 1.1)

**AWARxE w/NarxCare and Custom Enhancements**

This software solution shall collect prescription data for online review by practitioners and pharmacists and administrative reporting and analysis of data, and promote utilization of the program by prescribers and dispensers within existing workflow by integrating the PDMP electronic health records systems. The mission is to promote the quality of patient care and appropriate use of controlled substances for legitimate medical purposes. Through the PDMP's accurate and complete data tracking of opioids and other scheduled drug prescriptions, the State desires to deter misuse and diversion of schedule II-IV controlled substances by assisting prescribers and pharmacists to make safe prescribing and dispensing decisions and improve the identification and education of high risk indicators (e.g. overdose and substance use disorders). The Contractor shall assist the State of New Hampshire's goal to modernize our technology that illuminates data while considering quality, consistency, and accessibility for all users of the PDMP system.

The Contractor shall provide the State of New Hampshire a Prescription Drug Monitoring system ("Program") whereby data regarding Controlled Substances in schedule II, III, and IV dispensed to New Hampshire citizens is collected from all dispensers and available for review by defined practitioners, dispensers, authorized administrators and other defined users. The Program must focus on allowing the NH PDMP to produce a more robust and efficient data software solution for New Hampshire practitioners by executing an interoperability platform that facilitates data sharing with PDMPs in other jurisdictions through connections with both PMPi and RxCheck and with electronic health records and pharmacy management systems, using any means selected by the New Hampshire PDMP, including: PMP Interconnect, PMP Gateway, RxCheck hub, built by the selected vendor.

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

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**Statewide Interoperability through PMP Gateway**

The Contractors software solution shall provide all authorized health care entities with the ability to integrate NH PDMP information into their Health IT systems for a period not to exceed two (2) years (the "introductory period."). Fees for the two-year introductory period will be funded through this contract. At the end of the introductory period, it will be the health care entities' sole responsibility for any payment required to continue access to PMP Gateway. This fee structure shall be the responsibility of the Contractor to include in the marketing plan. Contractor shall be responsible for contacting and working with participating health care entities no less than ninety (90) days prior to the expiration of the introductory period, to ensure continuity and payment of services.

Through leveraging PMP Gateway, the goal is to integrate the NH PDMP into every physician's and every pharmacist's workflow in New Hampshire. Integration will allow users to access the same information that is available in the NH PDMP within their clinical workflows, including patient prescription history, summary information, and clinical risk indicators. Statewide integration initiatives have proven to increase utilization of the PDMP in other states.

The Contractors software solution shall include technical expertise, integration software, and ongoing support services to Authorized Healthcare Organization sites through designated Information Technology (IT) support resources of the Authorized Healthcare Organization. The Contractor shall provide the Gateway Service that provides EHR/PMS of authorized healthcare organizations with the ability to initiate requests for patient reports, from the New Hampshire PMP, on behalf of permissible Users and receive patient prescription history reports, from the New Hampshire PMP, when the authorized User completes the required criteria. The software solution includes audit trail functionality and PMP Gateway Reporting as set forth in Exhibit G, Attachment I.

**2. BUSINESS / TECHNICAL REQUIREMENTS**

The Contractor must adhere to the Business and Technical Requirements identified in Exhibit G Attachment I.

**2.1 DHHS Security and Privacy Policy Compliance Requirements**

DHHS Security and Privacy Policy Compliance

The Vendor shall represent and warrant that:

- a. the Vendor has reviewed and is knowledgeable about, and experienced at addressing, DHHS Security and Privacy Policies, and

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- b. the Vendor and the software Solution shall comply with all of the security protocol, data security and other policies and procedures set forth in DHHS Security and Privacy Policies and any future updates, revisions and/or replacements.
- c. The Vendor shall agree that the Vendor and the software Solution shall, at all times, remain fully compliant with DHHS Security and Privacy Policies, as these policies may be updated from time to time. The Vendor shall, on an annual basis, certify in such form as the State may reasonably request that the Vendor and the software Solution are compliant with then current DHHS Security and Privacy Policies version. In the event that the State notifies the Vendor that the System is any way non-compliant with DHHS Security and Privacy Policies, then the Vendor shall immediately utilize diligent, continued efforts to modify the System so that it becomes and remains DHHS Security and Privacy compliant.
- d. The Vendor is responsible for the Hosted Solution (the "Host"). The Vendor is and shall be responsible for ensuring that the Host is and remains fully DHHS Security and Privacy Policies compliant and shall be liable for any breach or violation by the Host of any DHHS Security and Privacy Policies policy, procedure or protocol.
- e. The State may, one time each calendar year during the term of the Agreement, audit (or engage a third party to audit) the Vendor and the Hosted Solution to ensure that the Hosted Solution is fully compliant with DHHS Security and Privacy Policies. If the State wishes to conduct such an audit, then the State shall provide the Vendor written notice of such audit, which may include the analysis of records, discussions with the Vendor's employees and subcontractors, and testing of the System. The Vendor shall promptly provide to the State information requested by the State in connection with the audit and otherwise cooperate with the State regarding such audit.
- f. In the event that the audit shows that the Vendor or the Hosted Solution is not in full compliance with any DHHS Security and Privacy Policies, protocol or procedure, then the Vendor shall promptly take such action as is necessary to attain DHHS Security and Privacy compliance and upon achieving compliance, certify in writing to the State that it has done so, and
- g. Material compliance with any DHHS Security and Privacy Policies, protocol or procedure, the Vendor shall promptly reimburse the State for the costs and expenses (including internal legal costs invoiced at the prevalent billing rate for an experienced corporate attorney) incurred in conducting the audit.
- h. The Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.
- i. Agency Compliance Documents – Attachment 2

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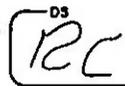
**3. ACTIVITY, DELIVERABLE, AND MILESTONE**

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
<b>PLANNING AND PROJECT MANAGEMENT</b>			
1	Conduct Project Kickoff Meeting	Non-Software	No later than ten (10) business days following Notice to Proceed.
2	Project Status Reports	Written	Available upon Project Kickoff and throughout the life of the project.
3	Work Plan	Written	Available upon Project Kickoff.
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Available upon Project Kickoff.
5	Attestation of Background checks	Written	Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Available upon Project Kickoff.
6	Communications and Change Management Plan	Written	Available upon Project Kickoff.
7	Requirements Traceability Matrix	Written	Available upon Project Kickoff.
8	Software Configuration Plan	Written	Available upon Project Kickoff.
9	Systems Interface Plan and Design/Capability	Written	Once delivery dates are solidified for all custom development deliverables, the plan for Software Configuration will be provided within 10 days.
10	Testing Plan	Written	Available upon Project Kickoff.
11	Data Conversion Plan and Design	Written	As incumbent, this is not applicable.
12	Deployment Plan	Written	Will be delivered to NH DOH for new development work.
13	Comprehensive Training Plan and Curriculum	Written	Within 30 days of requirements finalized.
14	End User Support Plan	Written	Within 30 days of requirements finalized.
15	Business Continuity Plan	Written	Upon Project Kickoff.
16	Documentation of Operational Procedures	Written	Upon Project Kickoff.
17	Bring Your Own Device (BYOD) Security Plan	Written	Upon Project Kickoff.
18	Data Protection Impact Assessment	Written	Upon Project Kickoff.
19	Systems Security Pan (SSP)	Written	Upon Project Kickoff.
20	Disaster Recovery Plan (DRP)	Written	Upon Project Kickoff.
<b>INSTALLATION</b>			

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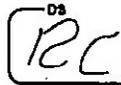
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	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
17	Provide Software Licenses if needed	Written	Access to the Contractors PMP environment is available today and will remain available upon effective date of the signed agreement.
18	Provide Fully Tested Data Conversion Software	Software	As the incumbent, Conversion Software is not necessary.
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	As the incumbent, the base PMP software is available today. Contractors will deliver all custom requirements by a timeframe specified by the State.
<b>TESTING</b>			
20	Conduct Integration Testing	Non-Software	The Integration Testing schedule will be provided upon finalization of the project schedule including all custom enhancement technical requirements.
21	Conduct User Acceptance Testing	Non-Software	The schedule for UAT will be provided upon finalization of the project schedule including all custom enhancement technical requirements.
22	Perform Production Tests	Non-Software	The schedule for Production Testing will be provided upon finalization of the project schedule including all custom enhancement technical requirements.
23	Test In-Bound and Out-Bound Interfaces	Software	The schedule for In-Bound/Out-Bound Testing will be provided upon finalization of the project schedule including all custom enhancement technical requirements.
24	Conduct System Performance (Load/Stress) Testing	Non-Software	Load testing occurs bi-weekly with the delivery of all new features. Load testing will occur as part of the delivery of all custom
25	Certification of 3 <sup>rd</sup> Party Pen Testing and Application Vulnerability Scanning.	Non-Software	The Contractors Certification of the most recent 3 <sup>rd</sup> Party Pen test is available today. Third party Pen and App Vulnerability Scanning is conducted on an Annual Basis.
26	Security Authorization Package	Written	Upon Project Kickoff.
<b>SYSTEM DEPLOYMENT</b>			
26	Converted Data Loaded into Production Environment	Software	As the incumbent, this is not applicable.
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	As a SaaS provider, this requirement is not applicable.
28	Conduct Training	Non-Software	As the incumbent, NH PDMP will not require a transition to a new PDMP platform; therefore, training will be performed on all enhancements to the current system. Training will be provided no less than 14 days prior to feature enhancements and no less than 30 days prior to major enhancements.

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	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date
29	Cutover to New Software	Non-Software	Upon Project Kickoff and ongoing throughout the duration of the project.
30	Provide Documentation	Written	Upon Project Kickoff and ongoing throughout the duration of the project.
31	Execute Security Plan	Non-Software	Upon Project Kickoff and ongoing throughout the duration of the project.
<b>OPERATIONS</b>			
32	Ongoing Hosting Support	Non-Software	Will continue upon contract effective date as Contractors currently provides hosting support.
33	Ongoing Support & Maintenance	Software	Will continue upon contract effective date as Contractors currently provides hosting support.
34	Conduct Project Exit Meeting	Non-Software	Within 30 days of production release of all required functionality.
<b>MARKETING AND PROMOTION OF NEW HAMPSHIRE PDMP</b>			
35	Marketing Plan w/Timetables	Non-Software	Within 30 days of the Effective Date, the Contractor must provide a marketing plan or promotion of NH PDMP and Gateway Services . This also includes addressing the introductory period for Gateway Services and actions required by the health care entities at the end of the introductory period.

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**4. DELIVERABLE REVIEW AND ACCEPTANCE**

**4.1 Non-Software and Written Deliverables Review and Acceptance**

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

**4.2 Software Deliverables Review and Acceptance**

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

**4.3 Number of Deliverables**

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

**4.4 Conditional and Unconditional Acceptance**

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

**5. CHANGE ORDER**

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

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

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

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

**6. IMPLEMENTATION SERVICES**

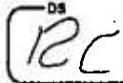
The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.

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

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

**7. PROJECT MANAGEMENT**

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

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participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

The Project requires the coordinated efforts of a Project Team consisting of both Contractor and 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.

**7.1 The Contractor Key Project Staff**

**7.1.1. The Contractor's Contract Manager**

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

Natalie Browning  
Senior Director of Client Relationships  
9901 Linn Station Road  
Louisville, KY 40223  
Office: 502-815-5639  
Cell: 502-552-0601  
Email: nbrowning@Contractors.com

**7.1.2. The Contractor's Project Manager**

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

Stephanie Stovall  
PDMP Client Relationship Manager  
Contractors Health  
9901 Linn Station Road  
Louisville, KY 40223  
Office: 502-815-3838  
Cell: 901-651-7552  
Email: sstovall@Contractors.com

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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.

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Two (2) hours of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the Project.

**7.1.3. Change of Project Manager**

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

**7.1.4. The Contractors Additional Key Project Staff**

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

<b>Key Members:</b>	<b>Title:</b>
Shannon Hord	Sr. Director of Software Engineering
Erin Combs Ops	Mgr of Implementations, Customer Svc
Laura Reid-Newkirk	Dir. Customer Svc Ops
Thomas Powell	Software Engineer Manager
Nour Elmerse	Sr. Software Engineering Manager - QA
Brent Miller	Senior Data Governance Professional
Heidi Holtzman	Dir. of Technology Svcs & Automation

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

**7.1.5. Background Checks**

The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, 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. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

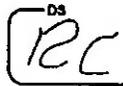
The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The State reserves the right to reject the Vendor's Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Vendor's Staff found unacceptable to the State. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Vendor's replacement staff.

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

**7.1.6. Termination for Lack of Project Management and Key Project Staff**

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

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**7.2 The State Key Project Staff**

**7.2.1. The State Contract Manager**

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

Michael Holt  
Department of Health and Human Services  
Division of Public Health Services  
Program Administrator  
(603) 271-9234  
[michael.holt@dhhs.nh.gov](mailto:michael.holt@dhhs.nh.gov)

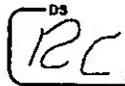
**7.2.2. The State Project Manager**

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

Michael Holt  
Department of Health and Human Services  
Division of Public Health Services  
Program Administrator  
(603) 271-9234  
[michael.holt@dhhs.nh.gov](mailto:michael.holt@dhhs.nh.gov)

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

- a. Leading the Project;
- b. Engaging and managing all Contractors working on the Project;
- c. Managing significant issues and risks;
- d. Reviewing and accepting Contract Deliverables;
- e. Invoice sign-offs;
- f. Review and approval of Change Orders;
- g. Managing stakeholders' concerns.



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**8. WORK PLAN**

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan created by the Contractor and the State is set forth in this Section.

	Task Name	Start	Finish
1	Planning and Project Management	January 2022	January 2023
2	Installation	January 2022	January 2022
3	Implementation	January 2022	January 2023
4	Testing	January 2022	January 2023
5	System Deployment	January 2022	January 2023
6	Operations	January 2022	January 2023
7	STATEWIDE INTEROPERABILITY PROGRAM (PMP GATEWAY) MARKETING AND PROMOTION	January 2022	January 2023

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

**9. ACCEPTANCE & TESTING SERVICES**

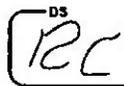
Acceptance and testing services requires the coordinated efforts of a Project Testing Team consisting of both Contractor and State personnel. The Contractor shall be responsible for the planning, documentation, coordination and management of all aspect of the testing services.

**9.1. Contractor Testing, Planning & Coordination**

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The Contractor shall provide oversight and management of all phases of the testing process, including user acceptance testing.

The Contractor shall provide documentation and testing tracking tools to record and manage issues, risks, change requests, requirements, and other documents used in the management of the testing process.

The Contractor shall successfully perform functional testing and certify of all requirements prior to release to the State Project Team for user acceptance testing. This includes but is not limited to:

- a. System Change orders: New and modified functionality
- b. System Integration, interfaces with required third party systems.
- c. Reporting - Data Imports/Exports
- d. Conversion
- e. System upgrades
- f. All other changes that affect system functionality or requires acceptance and approval from the State's Project Team.

The Contractor shall be responsible for the development comprehensive functional and user acceptance test plans and scripts that ensure the successful testing of system change orders and satisfies all conditions for the State's Project Team's testing, approval and acceptance.

**9.2. State Project Team Testing and Acceptance**

The State's Project team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.

The State Project Team's testing efforts must validate and certify expected outcomes of the change request and/or business requirements in accordance with the Contract Team's approved test plan and scripts.

The Contractor's Project Team shall provide technical assistance and oversight of the State Project Team's testing efforts.

The Contractor's Project Team and State Project team shall accept and approve all conditions and verify the business requirements are satisfied before scheduling for production.

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**9.3. System Maintenance, Security Releases & System Patching**

The Contractor shall notify the State's Project Team in writing, by email, or phone in accordance with mutually agreed timeframes for any system changes and maintenance initiated by the Contractor that will require testing and certification by the State's Project Team, including but not limited to:

- 9.3.1 Scheduled System Upgrades and Maintenance
- 9.3.2 Unscheduled System Upgrades and Maintenance
- 9.3.3 Security Releases
- 9.3.4 System Patching
- 9.3.5 Emergency Releases and Patching

The State's Project Team shall be responsible for scheduling and completing User Acceptance Testing in accordance with the Contractor Team's approved timelines.

**10. MAINTENANCE, OPERATIONS AND SUPPORT**

**10.1 System Maintenance**

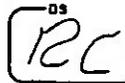
The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation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

**10.2 System Support**

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

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

**Class A Deficiencies** – The Contractor shall be available to the State for on-call telephone assistance with issue tracking, Twenty Four (24) hours per day and Seven (7) days a week with an email / telephone response within Two (2) hours of request; or, the Contractor



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shall provide support on-site or with remote diagnostic Services, within Four (4) business hours of a request;

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

**10.3 Support Obligations**

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

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

a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. nature of the Deficiency;
- ii. current status of the Deficiency;
- iii. action plans, dates, and times;
- iv. expected and actual completion time;
- v. Deficiency resolution information;
- vi. resolved by;
- vii. identifying number i.e. work order number; and
- viii. issue identified by; and

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

- i. mean time between Reported Deficiencies with the Software;
- ii. diagnosis of the root cause of the problem; and
- iii. identification of repeat calls or repeat Software problems.

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

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**10.4 Contract Warranties and Representations**

**10.4.1. System**

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

**10.4.2. Software**

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

For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor shall: (a) provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially-reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or (b) the re-performance of the deficient Services, or (c) if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services.

**10.4.3. Compatibility**

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

**10.4.4. Services**

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.

**10.5 Data Location**

The Contractor shall provide its services to the Department and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the Continental United States. The Vendor shall not allow its personnel or sub-contractors to store State

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Data on portable devices, including personal computers, unless express prior written consent is obtained from DHHS Information Security.

**11. SOFTWARE AGREEMENT**

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

**12. ADMINISTRATIVE SERVICES**

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

**13. TRAINING**

The Contractor shall provide the following Training Services to ensure administrative users and data requestors have the tools and resources needed to successfully access and utilize the system.

**13.1 End User Training**

The Contractor shall provide electronic training materials for both data requestors and administrative users, including:

- User Registration Guide
- User Support Guide
- Built-in tutorials (within the application)
  - o Quick reference guides on topics such as:
    - Delegate management
    - How to register
    - How to run a patient search
    - How to run a bulk patient search
    - Insight reports (if applicable)
- Increase awareness of system change
- Ensure all users have the resources needed to access the system
- Ensure data requestors can navigate the system in accordance with the Department and Certification policy
- Help desk support ensures that additional assistance with PMP AWARe functionality is available

**13.2 Admin Training**

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- Provide a day-long (8 hours), hybrid in-person/remote administrator PMP AWARe/NarxCare training and configuration session led by an Contractors PMP AWARe subject matter expert
- Provide an Administrator User Guide for long-term reference
- Provide the PDMP Support Overview detailing issues that should be directed to the Contractors Customer First Center
- Prepare administrators for key tasks performed within the system
- Perform configuration and train administrators to perform site configuration

**13.4 Train-the-Trainer Training**

- Prepare state trainers to perform end-user training for PMP AWARe and PMP Clearinghouse

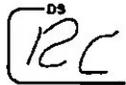
Training is also supported by the Contractors PDMP User Registration Guide and User Support Guide, which serves as a procedural guide and reference for the NH DHHS staff. Both guides will be customized to reflect the New Hampshire PMP AWARe system as well as the protocols and policies of the NH DHHS. These guides will be updated accordingly as changes are made to the system.

**14. MARKETING & PROGRAM PROMOTION**

Contractors shall market the PDMP and Gateway Services within New Hampshire. Such marketing efforts shall include, at a minimum:

- A marketing campaign plan along with draft communication that may be necessary for Contractors to inform potential User(s) and User(s) of the Gateway Service within New Hampshire.
- The State will review and approve marketing materials prior to Contractors distributing the communication.
- Contractors will communicate with EHR/Pharmacy Management System vendors where Contractors has a relationship.
- Contractors will have a designated resource that is charged with communicating with potential Authorized Healthcare Organizations in State. This will be ongoing throughout the project.
- Contractors will include it's marketing materials and campaign information about the introductory period for Gateway Access and the fee structures to include:
  - The state may pay for the first two (2) years of fees required for gateway access.

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- The Health Care entity will be responsible for any required gateway fees thereafter.
- Contractors shall provide a communication plan for Health Care entities to include notification and marketing efforts to be performed at a minimum 180 prior to the end of a Health Care entity expiration of the introductory period.

**15. MERCHANT CARD SERVICES**

Not Applicable to this Contract back.

**16. TERMS AND DEFINITIONS**

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

**17. CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.

**18. Contract End-of-Life Transition Services**

18.1 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 Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient"). Contract end of life services shall be provided at no additional cost.

18.2 Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

18.3 The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates 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.

18.3.1 If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created

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to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.

- 18.3.2 The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 18.3.3 Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements; and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 18.3.4 In the event where the contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

**18.4 Completion of Services**

- 18.4.1 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 Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 18.4.2 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 the Department's Information Security Requirements Exhibit, including certificate of data destruction.

**18.5 Disagreement over Services Results**

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18.5.1 In the event the Department is not satisfied with the results of the Transition Service, the Department 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 Department shall be entitled to initiate actions in accordance with this contract.

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**EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

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

**1. CONTRACT PRICE**

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

**2. TRAVEL EXPENSES**

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

**3. SHIPPING FEES**

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

**4. INVOICING**

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

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**

In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to [DPHSContractBilling@dhhs.nh.gov](mailto:DPHSContractBilling@dhhs.nh.gov) or invoices may be mailed to:

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

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**6. PAYMENT ADDRESS**

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**

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

**8. CREDITS**

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**

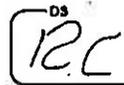
The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

**10. PAYMENT SCHEDULE**

**10.1 Contract Type**

**10.1.1. Activities / Deliverables / Milestones Pricing**

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 shall 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:



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**10.1.1. Activities / Deliverables / Milestones Pricing**

Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price	
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software	No later than ten (10) business days following Notice to Proceed	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
2	Project Status Reports	Written	Available upon Project Kickoff and throughout the life of the project.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
3	Work Plan	Written	Available upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	As a SaaS provider, all configuration occurs within the Contractors environment therefore this is not applicable.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
5	Security Plan	Written	Available upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
6	Communications and Change Management Plan	Written	Available upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
7	Requirements Trace ability Matrix	Written	Available upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
8	Software Configuration Plan	Written	Once delivery dates are solidified for all custom development deliverables, the plan for Software Configuration will be provided within 10 days.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.

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9	Systems Interface Plan and Design/Capability	Written	Available upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
10	Testing Plan	Written	Upon confirmation of technical design of new feature, within 30 days.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
11	Data Conversion Plan and Design	Written	As incumbent, this is not applicable.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
12	Deployment Plan	Written	Will be delivered to NH DHHS for new development work.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
13	Comprehensive Training Plan and Curriculum	Written	Within 30 days of requirements finalized.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
14	End User Support Plan	Written	Within 30 days of requirements finalized.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
15	Business Continuity Plan	Written	Upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
16	Documentation of Operational Procedures	Written	Upon Project Kickoff.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
<b>INSTALLATION</b>				
17	Provide Software Licenses if needed	Written	Access to the Contractors PMP environment is available today and will remain available upon effective immediate of the signed agreement.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
18	Provide Fully Tested Data Conversion Software	Software	As the incumbent, Conversion Software is not necessary.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
19	Provide Software Installed,	Software	As the incumbent, the base PMP software is available	Included in AWA Rx E/NarxCare SaaS

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	Configured, and Operational to Satisfy State Requirements		today. Contractors will deliver all custom requirements by a timeframe specified the State.	licensing, maintenance and support cost.
<b>IMPLEMENTATION</b>				
20	A3.7 DEA Verification Upon Login	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
21	A3.15 Notification component on Mandatory Use Report	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
22	A3.16b Prescriber Compliance Dashboard (Mandatory Registration)	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
23	A.7.27 Pharmacy Waiver Process Automation	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
24	A7.40 Create Platform VPN Connection between State EDW and State production database A7.41 Create Custom Data Extract of User Tables A12.27 Create/provide daily extract of User Tables	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above

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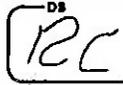
25	A7.42 Create Custom User Query extracts	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
26	A7.46 Add Submitter IP address to Pharmacy Compliance Dashboard	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
27	A10.1 Create a multi-state custom report extract for approved end users	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
28	A11.6 Create multi-state query search option for approved end users	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
29	A11.10 Provide the ability to securely retrieve data from all interstate data sharing HUBS with a single query from the user.	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
30	A12.1 Prescriber Outlier Model (standard)	Software	Contractors will deliver custom requirements by agreed-upon timeframe.	Included in table above
<b>TESTING</b>				

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31	Conduct Integration Testing	Non-Software	The Integration Testing schedule will be provided upon finalization of the project schedule including all custom enhancement technical requirements.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
32	Conduct User Acceptance Testing	Non-Software	The schedule for UAT will be provided upon finalization of the project schedule including all custom enhancement technical requirements.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
33	Perform Production Tests	Non-Software	The schedule for Production Testing will be provided upon finalization of the project schedule including all custom enhancement technical requirements.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
34	Test In-Bound and Out-Bound Interfaces	Software	The schedule for In-Bound/Out-Bound Testing will be provided upon finalization of the project schedule including all custom enhancement technical requirements.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
35	Conduct System Performance (Load/Stress) Testing	Non-Software	Load testing occurs bi-weekly with the delivery of all new features. Load testing will occur as part of the delivery of all custom enhancements.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
36	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	The Contractors Certification of the most recent 3rd Party Pen test is available today. Third party Pen and App Vulnerability Scanning is conducted on an Annual Basis.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
<b>SYSTEM DEPLOYMENT</b>				
37	Converted Data Loaded into Production Environment	Software	As the incumbent, this is not applicable.	Included in AWA Rx E/NarxCare SaaS licensing, maintenance and support cost.
38	Provide Tools for Backup and Recovery of all	Software	As a SaaS provider, this requirement is not applicable.	Included in AWA Rx E/NarxCare SaaS

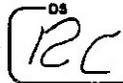
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	Applications and Data			licensing, maintenance and support cost.
39	Conduct Training	Non-Software	As the incumbent, NH PDMP will not require a transition to a new PDMP platform, and therefore, training will be performed on all enhancements to the current system. Training will be provided no less than 14 days prior to feature enhancements and no less than 30 days prior to major enhancements.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
40	Cutover to New Software	Non-Software	As incumbent, this is not applicable.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
41	Provide Documentation	Written	Upon Project Kickoff and ongoing throughout the duration of the project.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
42	Execute Security Plan	Non-Software	Security Plan will be executed based on finalized requirements, timing will be delivered within the final Project Plan.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
<b>OPERATIONS</b>				
43	Ongoing Hosting Support	Non-Software	Will continue upon contract effective date as Contractors currently provides hosting support.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
44	Ongoing Support & Maintenance	Software	Will continue upon contract effective date as Contractors currently provides hosting support.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
45	Conduct Project Exit Meeting	Non-Software	Within 30 days of production release of all required functionality.	Included in AWA Rx E/Narx Care SaaS licensing, maintenance and support cost.
<b>STATEWIDE INTEROPERABILITY PROGRAM (PMP GATEWAY) MARKETING AND PROMOTION</b>				

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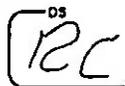
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46.	Marketing Plan w/Timetables	Non-Software	Within 30 days of contract, provide a marketing plan or promotion of NH PDMP and Gateway Services required. This also includes addressing the introductory period for Gateway Services and actions required by the health care entities at the end of the introductory period.
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**10.1.2. Software License, Maintenance, Support & Web Hosting Pricing**

Software Name	Initial Cost	Maintenance Support and Upgrades					Total
		Year 1	Year 2	Year 3	Year 4	Year 5	
PMP AWA Rx E w/NarxCare	\$0	\$190,000	\$190,000	\$190,000	\$190,000	\$190,000	\$950,000
A12.1 Prescriber Outlier Model (standard)	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$175,000
Web Site Hosting, Maintenance Support	Included	Included	Included	Included	Included	Included	
Statewide Interoperability Program (PMP Gateway)	\$0	\$369,000	\$369,000	Discontinued	Discontinued	Discontinued	\$738,000
<b>Sub-Total 1:</b>	<b>\$50,000</b>	<b>\$584,000</b>	<b>\$584,000</b>	<b>\$215,000</b>	<b>\$215,000</b>	<b>\$215,000</b>	<b>\$1,863,000</b>

**10.1.3. Onetime Payments**

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Software Name	One time Cost
A3.7 - DEA verification upon login	\$26,750
A3.15 - Notification component on Mandatory Use report	\$63,000
A3.16b Prescriber Compliance Dashboard (Mandatory Registration)	\$17,500
A7.27- Pharmacy Waiver Process Automation	\$42,000
A7.40 Create Platform VPN Connection between State EDW and State production database  A7.41 Create Custom Data Extract of User Tables  A12.27 Create/provide daily extract of User Tables	\$87,500
A7.42 Create Custom User Query extracts	\$21,000
A7.46 Add Submitter IP address to Pharmacy Compliance Dashboard	\$17,500
A10.1 Create a multi-state custom report extract for approved end users	\$14,000
A11.6 Create multi-state query search option for approved end users	\$21,000

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Software Name	One time Cost
A11.10 Provide the ability to securely retrieve data from all interstate data sharing HUBS with a single query from the user.	\$112,500
Sub-Total 2:	\$472,750
<b>Grand Total:</b>	<b>\$472,750</b>

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

Title	Hourly Rate
Project Manager	\$110.00
Software Engineer	\$175.00
Software Engineer	\$175.00
Quality Assurance Engineer	\$100.00
Software Architect / Senior Data Governance Professional	\$175.00
Risk Manager / Director, Customer Service Operations	\$110.00
Data Interface Programmer Software Engineer Manager	\$150.00
Client Relationship Manager	\$75.00

**10.1.5. Future Contractor Rates Worksheet**

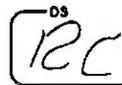
The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Position Title	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Project Manager	\$110/hr	\$110/hr	\$110/hr	\$110/hr
Data Analyst	\$75/hr	\$75/hr	\$75/hr	\$75/hr
Product Manager	\$150/hr	\$150/hr	\$150/hr	\$150/hr

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Position Title	SFY 2021	SFY 2022	SFY 2023	SFY 2024
Business Analyst	\$75/hr	\$75/hr	\$75/hr	\$75/hr

**10.1.6. Total Pricing Summary**

Service Category	Costs
Onetime Payments	\$ 472,750.00
Maintenance Support and Upgrades	\$1,863,000.00
System Change Requests	\$ 200,000.00
<b>Total Contract</b>	<b>\$ 2,535,750.00</b>

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**2021-002 – NH Prescription Drug Monitoring Program**  
**EXHIBIT D – SOFTWARE AGREEMENT**

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**EXHIBIT D – SOFTWARE AGREEMENT**

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

**1. LICENSE GRANT**

**1.1 SAAS –**

- 1.1.1 During the contract term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of this Agreement and up to the number of Licenses documented in the Agreement.
- 1.1.2 The Parties acknowledge that this Agreement is a Services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Agreement.

**2. SOFTWARE TITLE**

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

**3. SOFTWARE AND DOCUMENTATION COPIES**

- 3.1 The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.
- 3.2 Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a reasonable number of copies of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

**4. RESTRICTIONS**

Except as otherwise permitted under the Contract, the State agrees not to:

- 4.1 Remove or modify any program markings or any notice of the Contractor's proprietary rights;
- 4.2 Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- 4.3 Cause or permit reverse engineering, disassembly, or recompilation of the programs.

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**5. VIRUSES**

5.1 The Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for Viruses.

**6. AUDIT**

6.1 Upon forty-five (45) days written notice, the Contractor may audit the State's use of the programs at the Contractor's sole expense. The State agrees to cooperate with the Contractor's audit and provide reasonable assistance and access to information. The State agrees that the Contractor shall not be responsible for any of the State's reasonable costs incurred in cooperating with the audit. Notwithstanding the foregoing, the Contractor's audit rights are subject to applicable State and federal laws and regulations.

**7. SOFTWARE NON-INFRINGEMENT**

7.1 Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

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

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

7.2.2 Gives the Contractor control of the defense and any settlement negotiations; and

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

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

7.4 If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been

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superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.

**8. CONTROL OF ALL COMPONENT ELEMENTS**

8.1 Contractor acknowledges and agrees that it is responsible for maintaining all Licenses or permissions to use any third-party Software, equipment, or Services that are component parts of any Deliverable provided under this Agreement for the entire Term of the Contract. Nothing within this provision shall be construed to require Contractor to maintain Licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's Deliverables.

**9. CUSTOM SOURCE CODE**

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

**10. SOFTWARE ESCROW**

10.1 Contractor agrees to provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs. This information may be provided to the State either directly, with any such protections as required by the Contractor or through a mutually agreed upon Escrow Agreement. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Company or Escrow Agent as a result of the Agreement.

10.2 Contractor agrees that the State shall be entitled to utilize the source code in its possession and/or demand a release of the source code from the Escrow Agent upon the occurrence of any of the following events ("Release Events"):

- 10.2.1 The Contractor has made an assignment for the benefit of creditors;
- 10.2.2 The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- 10.2.3 A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- 10.2.4 The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise,

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except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

10.2.5 The Contractor defaults under the Contract; or

10.2.6 The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

10.3 Upon the occurrence of a Release Event, the Contractor hereby grants the State the right to use, copy, modify, display, distribute, and prepare derivative works of the source code, and to authorize others to do the same on behalf of the State (Contractors, agents, etc.), solely for the purpose of completing the performance of the Contractor's obligations under the Contract, including, but not limited to, providing maintenance and support for the Software and subject to the rights granted in this Contract.

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

**EXHIBIT E – ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

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

<b>Table E-1.</b>			
<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Client Relationship Manager	Program Administrator	Five (5) Business Days
First	Manager Client Relations	Program Administrator	Five (5) Business Days
Second	Senior Director, Client Relations	Director	Five (5) Business Days
Third	Senior Vice President, Business Development	Associate Commissioner	Fifteen (15) Business Days

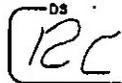
The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other Party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other Party.

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

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

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**EXHIBIT E – ADMINISTRATIVE SERVICES**

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

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

**4. ACCOUNTING**

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

**5. AUDIT**

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

**6. MISCELLANEOUS WORK REQUIREMENTS**

**6.1.1. Email Use**

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

**6.1.2. Internet/Intranet Use**

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

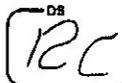
**6.2 State Website Copyright**

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

**6.3 Workspace Requirement**

The State will work with Contractor to determine requirements for providing necessary workspace and office equipment for Contractor's staff.

**6.4 Workplace Hours**



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Unless otherwise agreed to by the State, the Contractor's personnel shall work forty (40) hour weeks between the hours of 8 am and 5 pm (Eastern Time), excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

**B-3.4 State Owned Devices, Systems and Network Usage**

If the Vendor workforce or agent is authorized by the Department's Information Security Office to use a state issued device (e.g. computer, iPad, cell phone) in the fulfillment of this contract they shall:

**B-3.4.1** Sign and abide by applicable Department and NH Department of Information Technology use agreements, policies, standards, procedures and/or guidelines;

**B-3.4.2** Use the information that they have permission to access solely for conducting official state business. All other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall Vendor workforce or agents access or attempt to access information without having the express authority of the Department to do so;

**B-3.4.3** Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

**B-3.4.4** Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the state. At all times the contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the state. Only equipment or software owned, licensed, or being evaluated by the state can be used by the contractor. Non-standard software shall not be installed on any equipment unless authorized by the Department's Information Security Office:

**B-3.4.5** Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems." The Vendor understands and agrees that use of email shall follow Department and State standard policies:

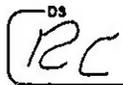
When utilizing the Department's email system all contractors shall:

**B-3.4.5.1** Include in the signature lines information identifying the contractor as a non-state employee

**B-3.4.5.2** Contain the following embedded confidentiality notice:

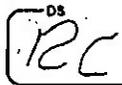
**CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments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

**B-3.4.6** The internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to policy. At no time should the internet be used for personal use.

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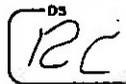
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**EXHIBIT F – TERMS AND DEFINITIONS**

**EXHIBIT F – TERMS AND DEFINITIONS**

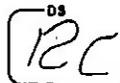
The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Additional Indicators	The section of the NarxCare Report that displays Clinical Alerts as configured by the PDMP administrator. If the Clinical Alerts feature is not enabled for a PDMP, this section is titled "Additional Risk Indicators." See also Additional Risk Indicators and Clinical Alerts.
Additional Risk Indicators	The section of the NarxCare Report that displays data that may present additional risk for the patient. These indicators include: <ul style="list-style-type: none"> <li>• More than 5 prescribers in any 365-day period</li> <li>• More than 4 pharmacies in any 90-day period</li> <li>• More than 40 MED average and more than 100 MME total at any time in the previous 2 years</li> </ul>
Agreement	A Contract duly executed and legally binding.
Contractors ID	Contractors Health's patient-matching solution. A proprietary entity resolution system that processes thousands of records a minute from various data sources to identify a single individual's records.
ASAP	American Society for Automation in Pharmacy.
Bulk Patient Search	A functionality within PMP AWA Rx E that allows users to search for multiple patients at once, either via manual entry or CSV file upload.
Care Notes	A clinician-only feature within the Communications Module that allows specific, clinically relevant notes or events to be appended to a patient's PDMP record. These notes are visible only on the PDMP report and only to clinicians who have the Communications Module enabled.

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CFC	Contractors Customer First Center. Contractors Health's call center with automated monitoring and live staff.
Clinical Alerts	A feature that can be enabled to allow PDMP administrators to configure custom alerts, as well as the thresholds that trigger the alerts, that are delivered to prescribers to alert them when patients meet or exceed the specified thresholds.
Clinician-to-Clinician Messaging	A feature of the Communications Module that allows clinicians to securely communicate and share information regarding a patient in their care. This direct messaging feature is available only in NarxCare, not in the PDMPs themselves, and permits the exchange of information between verified PDMP users regarding a single patient under the care of multiple clinicians.
Communications Module	A module within NarxCare that, when enabled for a PDMP, allows for clinician-to-clinician messaging and the ability to add care notes to a patient's record. See also Clinician-to-Clinician Messaging and Care Notes.
Compliance Reporting	A module that can be enabled through the Tableau business intelligence tool with a rolling 30-day summary for total submissions, number of pharmacies submitting/not submitting, record error rate, and voided record rates.
Confidential Information or Confidential Data	The definition for this term is located in the Information Security Requirements Exhibit.
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.
CRM	Client Relationship Manager. The Contractors account manager who serves as the main point of contact between the PDMP client and Contractors Health. A CRM is assigned to every PDMP client to work closely with the PDMP administrator.
Data Breach	The definition for this term is located in the Information Security Requirements Exhibit.
DEA	Drug Enforcement Agency.

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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.
Delegate	A registered PDMP user who can generate Patient Reports on behalf of their supervisor. Delegate users must be approved by a supervisor and associated with a supervisor's account to generate reports. See also Supervisor.
Delegate Reverification	A process in which supervisor users must review the delegates associated with their account, determine whether they are still active users, and, if so, reverify their accounts. This feature is only available if configured by the PDMP administrator.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
EHR	Electronic Health Record: a digital version of a patient's chart.
Email Status Reports	Reports that are automatically sent to all users associated with a specific data submitter account and are used to identify errors in files that have been submitted and to confirm zero report submissions.
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.
EULA	End User License Agreement: a statement that governs the end user's use of the application. PMP AWA Rx E can be configured to prevent users from performing patient searches if they do not accept the EULA.
File Failed Report	A report that is sent to users if a submitted file was not able to be parsed and was not processed into PMP Clearinghouse. The report contains a description of the error encountered within the file.

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File Listings	A page within PMP Clearinghouse that displays information extracted from submitted data files, including the file name, number of records identified within the data file, number of records that contain warnings, number of records that contain errors, and the date and time of submission.
File Status Report	A report that is sent to users to serve as notification that a data file is currently being parsed by the state PDMP system. This report identifies specific records in the submitted data file and returns identifying information about the record, including specific errors identified during the validation process.
HIE	Health Information Exchange: a solution that allows healthcare professionals and patients to appropriately access and securely share a patient's medical information electronically.
HIPAA	Health Insurance Portability and Accountability Act of 1996.
HITECH	Health Information Technology for Economic and Clinical Health Act.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosting Solution	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.
Insight Reports	Investigative reports that can be generated within PMP AWA Rx E to display information regarding prescriber, dispenser, and/or patient activity. Typically, these reports are used by admin, law enforcement, and other investigative roles in the investigation of a case, thus access to these reports is role-based.

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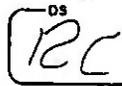
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Interstate Data Sharing	The sharing of PDMP data across state lines.
Jasper	A business intelligence tool that provides PDMP administrators with access to a wide range of pre-built views and reports, which can provide insight into PDMP data. These pre-built reports include reports such as top drugs, prescribers, and dispensers as well as NDC, NCPDP, and DEA lookups.
Manual Entry	A function that allows dispensers to manually enter data by completing the UCF within the PMP Clearinghouse web portal. See also UCF.
My Rx	A report that can be generated within PMP AWA <sup>R</sup> x <sup>E</sup> that allows users who have a DEA number associated with their account to view filled prescriptions for which they were listed as the prescriber.
NABP	National Association of Boards of Pharmacy.
Narx Scores	Scores that are present on the NarxCare Report for narcotics, sedatives, and stimulants. These scores are based on a complex algorithm factoring in numbers of prescribers, morphine milligram equivalents (MME), pharmacies, and overlapping prescriptions. Scores are quantified representations of the data in the PDMP and range from 000-999 with higher scores equating to higher risk and misuse, with the last digit always representing the number of active prescriptions.
NarxCare	Contractors Health's analytics tool and care management platform that helps prescribers and dispensers analyze real-time controlled substance data from PDMPs. NarxCare can be integrated with PMP AWA <sup>R</sup> x <sup>E</sup> or PMP Gateway to provide more in-depth patient reports.
NarxCare Report	The patient report that is generated by NarxCare to display prescription drug activity for a specific patient for a specified timeline as well Narx Scores, Overdose Risk Scores, Additional Indicators, and an Rx Graph. See also Narx Scores, Overdose Risk Scores, Additional Indicators, and Rx Graph.

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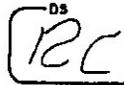
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NCPDP	National Council for Prescription Drug Programs.
NDC	National Drug Code.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
NPI	National Provider Identifier.
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.
Patient Alert	Alerts that are generated when a patient exceeds certain thresholds that have been configured within PMP AWA Rx E. These alerts are generally sent to PMP AWA Rx E users via email. The user can then log in and view the patient's prescription history. See also Unsolicited Reports.
Patient Picklist	A list of patients that is displayed when multiple patients match the search criteria provided when searching for a patient's prescription history. The user can choose the correct patient from the list, then proceed with generating the report.
Patient Report	A report that can be generated within PMP AWA Rx E to display prescription drug activity for a specific patient for a specified timeline.
PDMP	Prescription Drug Monitoring Program. An electronic database that tracks controlled substance prescriptions in a state or territory. Often interchanged with PMP.
Personal Information	The definition for this term is located in the Information Security Requirements Exhibit.

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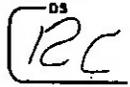
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PHI	Protected Health Information: any information about health status, provision of healthcare, or payment for healthcare that is created or collected by a Covered Entity (or a Business Associate of a Covered Entity) and can be linked to a specific individual.
PMP AWA Rx E	Contractors Health's prescription monitoring platform that provides PDMP clients with accurate, real-time data, compliant with their state's or territory's regulations.
PMP Clearinghouse	Contractors Health's controlled substance data repository and dispenser portal. Via PMP Clearinghouse, dispensers can upload new prescription data, correct errors, submit zero reports, view the status of uploaded files, and manage their upload accounts.
PMP Gateway	Contractors Health's integration platform that interacts directly with PMP AWA Rx E to deliver PDMP data within electronic health records (EHRs), pharmacy management systems, and health information exchanges (HIEs). This platform was developed in conjunction with the NABP.
PMP InterConnect (PMPi)	The NABP's platform for facilitating interstate data sharing. PMP InterConnect can be implemented within PMP AWA Rx E without the need for additional coding.
Proposal	The submission from a Vendor in response to the Request for a Proposal.
Requestor	A registered PDMP account holder who uses PMP AWA Rx E or PMP Gateway to review patients' prescription history.
Requests History	A list of past report requests made by the currently logged in user and that user's delegate(s), if applicable.
Role-Based Access Control	A type of access control in which permission to access certain features and functionality can be restricted based on user role.
Rx Graph	An interactive graph on the NarxCare Report that displays the patient's prescriptions. The prescriptions are color coded and displayed in reverse time order. Users can click on a prescription to view information for that prescription or click and drag over multiple prescriptions to view information for the selected prescriptions.

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Rx Management	A group of functions that allows dispensers to manage prescriptions from within PMP AWA Rx E, including correcting dispensation errors, modifying inaccuracies on existing prescriptions (e.g., incorrect prescriber information), adding new prescriptions, and reviewing prescription history for the pharmacy.
RxCheck	The BJA's platform for facilitating interstate data sharing. RxCheck can be implemented within PMP AWA Rx E.
SaaS	Software as a Service; a software licensing and delivery model in which software is licensed on a subscription basis and is centrally hosted.
Security Incident	The definition for this term is located in the Information Security Requirements Exhibit.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations,

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	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.
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.
Submission Compliance Tools	A suite of tools PDMP administrators can use to add, delete, or modify data submitter/pharmacy data for entities they wish to track. Administrators can track whether each of these data submitters/pharmacies were compliant with the state's or territory's submission compliance policies, including for data submissions and zero reports.
Supervisor	A registered PDMP user whose permissions allow them to assign other users (delegates) to generate Patient Reports on their behalf. See also Delegate.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Tableau	A business intelligence tool that allows authorized PDMP administrators to explore PDMP data, create ad hoc reports, and create presentations of the data utilizing a variety of charting and graphing tools.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.

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UCF	Universal Claim Form. A form used by dispensers to manually enter prescription data rather than uploading a file.
UCF Listings	A page within PMP Clearinghouse that displays information about the UCFs submitted to PMP Clearinghouse, including the number of warnings and errors. See also UCF.
Unsolicited Reports	Reports that can be generated by PDMP administrators and sent to a PMP AWA Rx E user, accompanied by a patient alert, when a patient has exceeded certain thresholds that have been configured within PMP AWA Rx E. See also Patient Alert.
Upload Account	An account that houses organization information for a pharmacy or dispensary as well as each individual user account associated with the organization.
Validation Document	A document, such as a copy of a government-issued photo ID, notarized forms, etc., that a PDMP administrator can require to be submitted during the process of registering for a PMP AWA Rx E account.
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.
Web Portal Upload	A function that allows dispensers to upload their data files from within the PMP Clearinghouse web portal.
Zero Report Confirmation	A report that is sent to users after successfully submitting a zero report to PMP Clearinghouse. This report displays the state PDMP to which the zero report was submitted, date range for the zero report, date the zero report was submitted to PMP Clearinghouse, and date the report was originally created.

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**EXHIBIT G – AGENCY ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. AGENCY ATTACHMENTS**

- a. Business and Technical Requirements Spreadsheet – Attachment 1
- b. Agency Compliance Documents – Attachment 2

**2. CONTRACTOR CERTIFICATES**

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

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Business and Technical Requirements Spreadsheet – Attachment 1

APPLICATION REQUIREMENTS VENDOR RESPONSE CHECKLIST					
State Requirements				Vendor	
Req #	Requirement Description	MANDATORY D=DESIRE	Vendor Resp.	Delivery Method	Comments
<b>A1 Application – Technical Requirements</b>					
A1.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Yes	Standard	Contractors complies. The system allows the ability to access data using the follow open standards access drivers: The PMIX standard is used for exposing data to the state sharing hubs. PostgreSQL is used for the main database of the application, so PostgreSQL drivers are used for direct DB access.
A1.2	The system software adheres to open standards and is not proprietary.	D	Yes	Standard	The AWAxE system is a Commercial Off the Shelf (COTS) system, and as such, contains proprietary IP. However, the platform leverages open standards when ingesting and producing data. Open standards supported include, but are not limited to, ASAP, XML, PDF, CSV. Per the NH open standards definition, there are no custom binary formats that would render the PDMP data inoperable should NH opt to change platforms.
A1.3	The database platform adheres to open standards.	M	Yes	Standard	Contractors complies. The database platform adheres to open standards.
A1.4	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Yes	Standard	Contractors complies. The Solution complies with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.
A1.5	Web-based compatible and in conformance with the following W3C standards:XHTML 1.0,CSS 2.1, XML 1.0 (fourth edition)	M	Yes	Standard	Contractors complies. The system is web-based compatible and in conformance with the following W3C standards:XHTML 1.0,CSS 2.1, XML 1.0 (fourth edition)
A1.6	System must be HL7 compliant	M	Yes	Standard	Contractors complies. The system must be HL7 compliant
A1.7	Be Section 508 Compliant	M	Yes	Standard	Contractors complies. The system is section 508 compliant.
A1.8	Compatible with all current browsers that are installed with the standard, default settings	M	Yes	Standard	Contractors complies. The system is compatible with all current browsers that are installed with the standard, default settings
A1.9	Browser functionality must not rely on Java, Javascript or Java Applets to work	M	Yes	Standard	Contractors complies. Certain functionality such as graphs and interactive visual displays rely on Javascript. If Javascript is not enabled in the browser, the user interface will be degraded from the standard interactive experience. No Java installation or Applets are required to use the web application.
A1.10	Personally identifiable information must be encrypted	M	Yes	Standard	Contractors complies. Personally identifiable information within the system is encrypted.
A1.11	Data validation does not occur in the browser	M	Yes	Standard	Contractors complies. Data validation does not occur in the browser.
A1.12	System has ability to flag data fields (user defined or standard) as mandatory and thus required during data entry.	M	Yes	Standard	Contractors complies. The system has the ability to flag data fields as required for data entry.
A1.13	A MobilApp version of the System must be available that allows for real-time updates from smart phones and tablets.	D	No	Not Available/ Not Proposing	Our experience with PDMP mobile applications is that they have low utilization. Users rely on responsive web design to access the PDMP from a mobile application so a MobilApp version is not necessary.
A1.14	System uses field level data integrity checks (e.g., numeric fields verify a number is entered, etc.).	M	Yes	Standard	Contractors complies. The system uses field level data integrity checks.
A1.15	System has ability to provide online help that is connected to the relevant routine, field, or report the end-user is actively using.	M	Yes	Standard	Contractors complies. The system has ability to provide online help.
A1.16	The system must update the zip code table at intervals not to exceed 30 days.	M	Yes	Standard	Contractors complies. Contractors leverages third-party solutions to maintain accurate and timely address information.
A1.17	The system must update the NDC or drug information table at intervals not to exceed 7 days.	M	Yes	Standard	Contractors complies. The system updates the NDC or drug information table weekly.
A1.18	The system must update the DEA information table at intervals not to exceed 7 days.	M	Yes	Standard	Contractors complies. The system updates the DEA information table on a daily basis.

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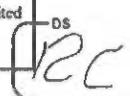
Business and Technical Requirements Spreadsheet - Attachment 1

A1.19	The system must update the NPI table at intervals not to exceed 7 days.	M	Yes	Standard	Contractors complies. The system updates the NPI table weekly.
A1.20	The system must securely update the prescription table on a real time basis as data is received from dispensers	M	Yes	Standard	Contractors complies. The system securely updates the prescription table on a real time basis.
A1.21	The system must have a table that stores undeliverable email information. This table must contain: email address; username attributed to the email; and date and time bounce back occurred.	M	No	Future	Contractors will perform custom development to meet the requirement. Enhancements to the existing system will be made to capture the bounces from the AWAxE e-mail module (which will include all required attributes). Expectation is that this data will roll off the system as it ages to 1 year.
A1.22	The system must automatically standardize NDC numbers, drug name and strengths for better quality and consistency.	M	Yes	Standard	Contractors complies. The system automatically standardizes NDC numbers, drug name and strengths.
A1.23	The system must automatically generate addresses to match the United States Postal Services standardized address format.	M	Yes	Standard	Contractors complies. The system automatically generates addresses to match the United States Postal Services standardized address format.
A1.24	The system must automatically consolidate and link patient records using a proven methodology to enable reliable identification of individuals.	M	Yes	Standard	Contractors complies. The system automatically consolidates and links patient records using a proven methodology.
A1.25	The system must provide a process for State Administrators to unconsolidate records that are incorrectly consolidated through the automatic process.	M	Yes	Standard	Contractors complies. The system provides a process for State Administrators to unconsolidate records.
A1.26	Using Drug Enforcement Administration (DEA) registration numbers, the system must provide Prescriber and Dispenser names and addresses associated with a prescription record.	M	Yes	Standard	Contractors complies. The system provides Prescriber and Dispenser names and addresses associated with a prescription record using the Drug Enforcement Administration (DEA) registration number.
A1.27	The system must convert all National Drug Code (NDC) numbers, including non-scheduled NDCs, to drug name, strength, controlled substance schedule and dosage form. The conversion must occur both at the time of data import and also retrospectively, upon receiving NDC number updates. The system must provide the ability to restrict the submission or display of medications based on NDC, product name, or drug schedule, as required by the State.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. The system restricts based on schedule, but not specific product name or NDC. Development work will be completed for NDC exclusion based on Product Name and/or NDC.
<b>A2 Application Security &amp; Data Integrity Requirements</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Contractors complies. All of the system's client applications are verified and authenticated before use of the system.
A2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Contractors complies. All of the system's users are verified and authenticated before use of the system.
A2.3	Enforce unique user names.	M	Yes	Standard	Contractors complies. The system enforces unique user names.
A2.4	Enforce all state office user complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard	Contractors complies. The system enforces all state office user complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Yes	Standard	Contractors complies. The system enforces the use of complex passwords for general users using capital letters, numbers and special characters.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Contractors complies. The encrypts passwords in transmission and at rest within the database.
A2.7	Expire passwords after 180 days	M	Yes	Standard	Contractors complies. The system allow password configuration options including, but not limited to expiring passwords after 180 day.
A2.8	Users must be able to reset their passwords themselves	M	Yes	Standard	Contractors complies. The system allows users to reset their passwords themselves via email or mobile phone.
A2.9	Internal system pages must be restricted to the proper role. Users without the proper role will be redirected to the system's login page. Any attempt to access the page will be logged, and the session will be closed.	M	Yes	Standard	Contractors complies. The system enforces role-based access control (RBAC).
A2.10	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Contractors complies. The system authorize users and client applications to prevent access to inappropriate or confidential data or services.

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A2.11	Provide ability to limit the number of people that can grant or change authorizations	M	Yes	Standard	Contractors complies. The system provides the ability to limit the number of people that can grant or change authorizations.
A2.12	Establish ability to enforce session timeouts during periods of inactivity. Default should be 15 minutes.	M	Yes	Standard	Contractors complies. The system contains a configuration setting that enforce session timeouts during periods of inactivity. Default can be set to 15 minutes using the configurable setting.
A2.14	Ensure 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 ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ))	M	Yes	Standard	Contractors complies. Contractors ensures the application has been tested and hardened to prevent critical application security flaws.
A2.15	The application shall not store authentication credentials or sensitive Data in its code.	M	Yes	Standard	Contractors complies. The application does not store authentication credentials or sensitive data in its code.
A2.16	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard	Contractors complies. The system logs all attempted accesses that fail identification, authentication and authorization requirements.
A2.17	The application shall securely log all activities to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard	Contractors complies. The application securely logs all activities to prevent parties to application transactions from denying that they have taken place.
A2.18	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Contractors complies. The application allows a user to explicitly terminate a session.
A2.19	Use only the Software and System Services designed for use	M	Yes	Standard	Contractors complies. Contractors use only the Software and System Services designed for use.
A2.20	The application Data shall be protected from unauthorized use when at rest	M	Yes	Standard	Contractors complies. The application data is protected from unauthorized use when at rest
A2.21	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Contractors complies. Keeps sensitive data or communications private from unauthorized individuals and programs.
A2.22	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Yes	Standard	Contractors complies. Subsequent application enhancements or upgrades will not remove or degrade security requirements
A2.23	Create change management documentation and procedures	M	Yes	Standard	Contractors complies. Contractors will create change management and procedures documentation.
A2.24	System has the ability to log a user out and save data after a defined length of inactivity.	M	Yes	Standard	Contractors complies. The system has the ability to log a user out and save data after a defined length of inactivity.
A2.25	System has ability to assign system privileges and security by user, group, home, or role.	M	Yes	Standard	Contractors complies. The system has ability to assign system privileges and security by user, group, home, or role.
A2.26	System has ability to restrict specific users from viewing certain records.	M	Yes	Standard	Contractors complies. The system has ability to restrict specific users from viewing certain records.
A2.27	The solution must meet federal HIPAA regulatory standards. Vendors must supply in writing that their product meets the HIPAA requirements	M	Yes	Standard	Contractors complies. The solution meets federal HIPAA regulatory standards.
A2.28	The system must safeguard prescription information submitted to the system and records of requests to query the system for confidentiality. The Vendor shall implement all necessary safeguards in accordance with the latest industry standards to protect the information contained within the system from unauthorized access.	M	Yes	Standard	Contractors complies. The prescription information submitted to the system and records of requests to query the system for confidentiality are safeguarded.
A2.29	The system shall be audited by a third-party scanner on a quarterly basis. The State shall receive the results of the scan and remediation plan of any known issues within one week of the scan.	M	Yes	Standard	Contractors complies. Contractors security team consisting of certified professionals utilizes 3rd party scanning software for vulnerability and webapp testing Monthly. Scan summaries are available upon request. 3rd party penetration testing by accredited security firm is conducted annually.

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Business and Technical Requirements Spreadsheet – Attachment 1

A2.30	The system must complete a penetration test conducted by a third-party company on a yearly basis. The State shall send the results of the test and remediation plan of any known issues to the State within one week of the test.	M	Yes	Standard	Contractors complies. Contractors conducts Annual third party penetration tests on the PMP code base.
A2.31	The Vendor shall share all original documentation pertaining to scans and security audits to the State	M	Yes	Standard	Contractors complies. Redacted summaries of scans are shared for security reasons. Full copies of original documents are available under NDA and can be viewed at Contractors-approved secure locations.
A2.32	The Vendor shall ensure the security of the system by setting explicit standards to qualify individuals authorized to query the system.	M	Yes	Standard	Contractors complies. Contractors ensures the security of the system by setting explicit standards to qualify individuals authorized to query the system.
A2.33	The system must be available 24 hours a day and 7 days a week, with the exception of pre-planned maintenance	M	Yes	Standard	Contractors complies. The system is available 24 hours a day and 7 days a week, with the exception of pre-planned maintenance
A2.34	The Vendor shall safeguard the release of information to authorized users and department personnel and ensure the privacy of the information.	M	Yes	Standard	Contractors complies. Contractors safeguards the release of information to authorized users and department personnel and ensure the privacy of the information.
A2.35	The system must purge all identifying information more than three years plus one day old from the date of collection and provide capability to override the purge process for specific prescription records by patient, Prescriber or Dispenser for a given time period. The Vendor shall provide the State with the de-identified version of the purged information before purging.	M	Yes	Custom	Contractors complies with the retention period and has delivered this request for other State PDMP clients. This delivery of de-identified data is a customized process that will be performed in order to fully comply with this requirement.
A2.36	The Vendor and system must not send emails containing Sensitive Information unless the emails are properly encrypted.	M	Yes	Standard	Contractors complies. Contractors and the system will not send emails containing sensitive Information unless the emails are properly encrypted.
A2.37	The system must have full redundancy. Full redundancy means that if a server or data site becomes unavailable, the system must still be accessible by the State and end users.	M	Yes	Standard	Contractors complies. The system has full redundancy.
A2.38	Application must have functions to maintain data integrity.	M	Yes	Standard	Contractors complies. Application contains functions to maintain data integrity.
<b>A3 Application - Registration/Data Access Requirements</b>					
A3.1	The Vendor shall implement a Login Banner solution in accordance with industry best practices and other State of New Hampshire Requirements. Login Banners shall provide a warning to all system users indicating the acceptable use of the system and data. All system users are required to agree to the acceptable use terms by a click-through acknowledgement, prior to gaining system access.	M	Yes	Standard	Contractors complies. The system contains a login banner solution in accordance with industry best practices and other State of New Hampshire Requirements. The login banner can provide a warning to all system users indicating the acceptable use of the system and data. All system users will be required to agree to the acceptable use terms by a click-through acknowledgement, prior to gaining system access.
A3.2	The system must have a downtime banner on the login page when the system is down. The banner must include the estimated time when the system will be available.	M	Yes	Standard	Contractors complies. The system contains a downtime banner on the login page when the system is down. The banner can be configured to include the estimated time when the system will be available.
A3.3	The system login page must, at minimum, have links to the registration page, contact us page, educational information page, user guides, NH OPLC/PDMP webpage, forgot username page and forgot password page.	M	Yes	Standard	Contractors complies. The system's login page has links to the registration page, contact us page, educational information page, user guides, NH OPLC/PDMP webpage, forgot username page and forgot password page.
A3.4	The system login page must display helpful information about the OPLC/PDMP.	M	Yes	Standard	Contractors complies. The system login page can be configured to display helpful information about the OPLC/PDMP.
A3.5	The login page must contain a configurable State of New Hampshire OPLC/PDMP specific banner to display system wide notifications as needed.	M	Yes	Standard	Contractors complies. The login page contains a configurable State of New Hampshire OPLC/PDMP specific banner to display system wide notifications as needed.

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A3.6	When applicable, based on the role, the system must verify the user's license number to guarantee active status by the State of New Hampshire licensure system to approve registration and upon each login. If the license is inactive, the system must prompt the user to update their license number. If the API is down or the user is from out of state, the system must bypass this check and send it to OPLC/PDMP Administration for a manual approval. In cases in which the licensure API is down, the system must send an email notification to the administrators and a another email notification when the licensure API returns to service.	M	Yes	Custom	Contractors will perform custom development to meet this requirement. Today NH's auto-licensing logic is configured based on licensing board files provided by the state daily. Contractors will integrate with New Hampshire web service to verify a user's license information. If the web service is down, the user will be sent to a manual approval queue for the state administrator to review.
A3.7	In the event the user role requires a DEA number, the system must verify the user's DEA number upon login to guarantee active status. If the DEA number is inactive or expired, the system must prompt the user to update their DEA Number.	M	Yes	Custom	Contractors will perform custom development to meet this requirement. Currently, users are not prompted to update their DEA number if it is invalid. Contractors will perform the needed development to include this functionality.
A3.8	The system must have the ability for registrants to select a main licensing role (e.g. MD, APRN, PA, DMD etc..) as well as sufficient sub-specialty role per licensing role. The sub-specialty roles (e.g. second or third tier) must be available, as appropriate, for each role so that licensees can be assessed and compared respectfully against their appropriate peers.	M	Yes	Standard	Contractors complies. The system has the ability for registrants to select a main licensing role (e.g. MD, APRN, PA, DMD etc..) as well as sufficient sub-specialty role per licensing role.
A3.9	Upon login, the system must allow the user to immediately query a patient or access the query page with one click.	D	Yes	Standard	Contractors complies. Upon login, the system allows the user to immediately query a patient or access the query page with one click.
A3.10	The system must provide state administrators the capability to dynamically change the State's contact information and helpful links.	D	Yes	Standard	Contractors complies. The system provides the state administrators the capability to dynamically change the State's contact information and helpful links.
A3.12	The system must contain a page that allows users to update certain information in their profile. This information will include specialty, subspecialty, e-mail address, address, city, state, postal code, phone number, employer and other information as defined by OPLC/PDMP.	M	Yes	Future	Contractors complies. Today, the system contains a page that allows users to update all information listed in this requirement except for Personal Address and Phone Number. Contractors will include the additional fields in a future product release.
A3.13	The system must securely integrate with the State's licensure system to enable automated registration, Prescriber/pharmacy compliance and the expiration of accounts where the Prescriber's or Pharmacist's license is no longer valid.	M	Yes	Custom	Contractors will perform custom development to meet this requirement. PMP AWAARxE has the ability to integrate with a state's licensing database in order to validate required licenses, such as DEA and professional license. This service is used for registration as well as periodic reverification of a user's credentials to ensure that the user's licenses are still valid. This service requires custom development due to the differences between the format of each state's professional licenses and databases. To assist state administrators in monitoring the compliance of pharmacies, Contractors Health provides a suite of business intelligence tools for analysis and data mining capabilities that allow non-technical personnel to create and customize reports, including a Pharmacy Compliance Audit Report. Using this comprehensive compliance dashboard, the state can drill down to individual pharmacies or look at their system holistically. Also, various pre-built views are offered to show differing levels of detail into the state's pharmacies. The state also has the ability to build custom, ad-hoc views to dive deeper into the statistics.
A3.15	The system must periodically inform users of noncompliance with query requirements, through an email which must not contain Sensitive Information. The frequency of the emails must be configurable by the State.	M	Yes	Custom	Contractors will perform custom development to meet this requirement. Contractors provides a Mandatory Use Report that can be customized to the states needs as stated by their legislation. A Mandatory Use report is also provided to the provider as well so they may monitor their usage of the PDMP system. Contractors will also create a notification component as it does not currently exist.

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AJ.16	The system must have a Prescriber compliance dashboard to assist the State with tracking compliance with registration and query requirements. The dashboard must display daily, weekly monthly, quarterly and yearly aggregate compliance data for registration and queries. The Prescriber compliance dashboard must display which Prescribers are not querying in accordance with State statute. For each Prescriber, the dashboard must display their registration date; the number of prescriptions that have a corresponding query performed by the Prescriber or their Designee; and the number of their prescriptions that do not have a corresponding query performed by the Prescriber or their Designee. The dashboard must provide a drill-down view of individual Prescribers that contains record-level information on each prescription and whether there was a corresponding query performed by the Prescriber or their Designee. The Prescriber compliance dashboard must display Prescribers who wrote prescriptions, but do not or did not have a OPLC/PDMP account at the time the prescription was written. The Prescriber compliance dashboard must provide capability for secure data extracts in PDF and CSV format. All extracts must include, but are not limited to, the Prescriber name, DEA number, professional license number, and any emails, phone numbers, or addresses associated with the Prescriber.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. Contractors has created a Mandatory Use Compliance Dashboard that allows Administrators and other authorized individuals the ability to compliances with state specific mandated query requirements within a designated time frame. The dashboard shows each prescriber with a comparison of the number of dispensations and searches along with the search rate. When drilling down for a specific prescriber, the state can see detailed patient and dispensation information to narrow in on which prescriptions did not have an associated search. Additional development would be required to deliver the remaining features.
AJ.17	The system must securely process and upload into the database the required prescription data from all Dispensers that are required to report. The system must document receipt of each data transmission from all Dispensers. The system must automatically identify submission errors or missing data and provide an error report to the Dispensers and the State.	M	Yes	Standard	Contractors complies. The system securely processes and uploads into the database the required prescription data from all Dispensers that are required to report.
AJ.18	The system must provide capability to auto prompt users upon login to re-verify their Designees every six months.	M	Yes	Standard	Contractors complies. The system provides capability to auto prompt users upon login to re-verify their Designees every six months.
AJ.19	The system must provide capability to auto prompt users upon login to re-verify their account information yearly.	M	Yes	Standard	Contractors complies. The system provides capability to auto prompt users upon login to re-verify their account information yearly.
AJ.20	The system must provide capability to auto prompt users upon login to update passwords periodically, in accordance with State policy.	M	Yes	Standard	Contractors complies. The system provides capability to auto prompt users upon login to update passwords periodically, in accordance with State policy.
AJ.21	The system must provide capability to auto prompt users upon login to update passwords periodically, in accordance with State policy.	M	Yes	Standard	Contractors complies. The system provides capability to auto prompt users upon login to update passwords periodically, in accordance with State policy.
AJ.22	The System must have a process for preventing users from creating more than one account	M	Yes	Standard	Contractors complies. The PMP AWA Rx E system has a process for preventing users from creating more than one account.
AJ.23	The registration system must use a rule-based process to determine the type of registration or roles the user requires. This requirement will be fulfilled with State input on which specific data elements are required as part of the rule-based determination.	M	Yes	Standard	Contractors complies. The PMP AWA Rx E registration system uses rule-based logic to determine the type of registration or roles the user requires.
AJ.24	The system must provide a secure and automated method for obtaining system login credentials and roles through a streamlined online registration process. Using a webservice provided by the State, the system must automatically validate New Hampshire professional license, name, date of birth, and last 4 digits of social security number. The system must automatically validate DEA registration and NPI. The system must permit new users to upload documents, forms, and copies of identification as needed.	M	Yes	Standard	Contractors delivers this feature today within states that have the ability to implement integration to the web service. We will work with the state's third-party licensing vendor to perform the development needed to meet this requirement. If/when the state implements a web service, Contractors will code to the specifications put forth by the state to accomplish this requirement.

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A3.25	The system must notify individuals through system prompt and through email when their attempted registration is still incomplete, after a configurable amount of time has passed. The system must permit individuals to complete or correct information in their registration, without State intervention, at any time after the registration process has started if the registration has not yet been approved.	M	Yes	Standard	Contractors complies. The PMP AWAARxE system notifies individuals through system prompt and email when their attempted registration is still incomplete, after a configurable amount of time has passed. The system permits individuals to complete or correct information in their registration, without the state administrator needing to intervene.
A3.26	When user registration is denied, the system must notify users by system prompt and by email. The notification must include a reason for denial.	M	Yes	Standard	Contractors complies. When a user registration is denied, the PMP AWAARxE system will notify users by system prompt and by email. The notification includes the reason for denial.
A3.27	When a user password reaches 10 days before expiration, the system must notify users in advance, through system prompt and email.	M	Yes	Standard	Contractors complies. When a user password reaches 10 days before expiration, the PMP AWAARxE system will notify users in advance, through system prompt and email.
A3.28	The system must accommodate the addition and deletion of registration roles as defined by future legislation. The State must have the ability to grant specific access to data through expanded role use or lession access through to data through role revokation.	D	Yes	Standard	Contractors complies. The system will accommodate the addition and deletion of registration roles as defined by future legislation. The State has the ability to configure access to data by role.
A3.29	The Vendor shall provide System support during the hours defined in Service Level Agreement. Technical support includes assistance with all system issues, including APIs, data collection and security issues.	M	Yes	Standard	Contractors complies. Contractors provides system support during the hours defined in - Service Level Agreement.
<b>A4 Application - Query System Requirements</b>					
A4.1	The system must contain a State-approved disclaimer that is easily visible to the user before they perform a query; Such as a warning to all system users indicating the acceptable use of the system, including a downtime banner on the login page when the system is down. The banner must include the estimated time when the system will be available.	M	Yes	Standard	Contractors complies with the disclaimer. Contractors will create a configurable banner for the login page.
A4.2	The system must provide the ability to search patients. The system must allow the user to enter patient details such as a subset of the patient's first name, a subset of the patient's last name, and date of birth, (at least patient name and date of birth) to retrieve a list of potential patients and have the ability retrieve specific patient details. This category pertains just to the searching of the patient and not the results of the search. The system must generate a pick list of patients if there are multiple high probability matches for a given query. The pick list shall assist the user with selecting their patient by providing additional information such as address.	M	Yes	Standard	Contractors complies. Contractors provides a picklist of potential patients as part of the search feature.
A4.3	Based on user security access and role, the system must allow an authorized registered user to query the system to request and receive information without further approval.	M	Yes	Standard	Contractors complies. Based on user security access and role, the PMP AWAARxE system allows an authorized registered user to query the system to request and receive information without further approval.
A4.4	The system must allow the user to select the prescription date range when conducting a patient query.	M	Yes	Standard	Contractors complies. The PMP AWAARxE system allows the user to select the prescription date range when conducting a patient query.
A4.5	The system must provide the ability to allow users to notify the State that patient records need to be linked and/or de-linked.	M	Yes	Standard	Contractors complies. The system provides the ability to allow users to notify the State that patient records need to be linked and/or de-linked.
A4.6	The system must have an expanded search function, separate from the normal search area. The expanded search must allow users to enter more than the basic requirements of patient last name, first name and date of birth in a patient search to allow the user to refine the search. The extra fields to expand shall include, but are not limited to: patient address, patient state, patient zip code, patient phone number.	D	Yes	Standard	Contractors complies. The system must has an expanded search function, separate from the normal search area.

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A4.7	The system must have the ability to conduct patient matching.	M	Yes	Standard	Contractors complies. Contractors Health does PDMP linking both within and between more than 40 states and territories and have been doing so for more than 4 years. Over 12 million PDMP search requests are processed each day on more than 2.6 billion prescription records. Our best assessments of patient linking accuracy suggest that this linking is very accurate, with 0.00013% of searches generating a support call and 0.03% of patient groups overall having ever had manual intervention to fix linking. Contractors Health's intimate knowledge of PDMP data allows for a tailored patient linking algorithm that creates for the best possible patient-matching.
A4.8	The system must allow bulk searching by allowing a user to upload or enter patient information; selecting which states to search; and the timeframe for the search. The results must be available in a downloadable format (PDF and CSV) as well as on a web page.	M	Yes	Standard	Contractors complies. The system allows bulk searching by allowing a user to upload or enter patient information; selecting which states to search; and the timeframe for the search. The results are available in a downloadable format (PDF and CSV) as well as on a web page.
A4.9	The system must provide capability for the State to set parameters to limit the amount of queries conducted within a time frame. Additionally, the system must send an email to the State when a query threshold is met. At a minimum, the email must include date and time of search, user name, IP address and number of attempted queries. The email must not include PHI or PII.	M	Yes	Custom	Contractors currently captures the query count, user name, and date/time of when the limit was exceeded. Contractors does capture IP but does not include in email because searches may have come from multiple IPs. Contractors will comply with request by including the IP, presumably the IP when the violation occurred, however, it should be noted IP address is considered PII.
A4.10	The system must allow authorized investigative users to submit a request, with applicable documentation, securely for data. The investigator's subpoena or official board request are reviewed by NH OPLC/PDMP staff for accuracy and legality, then the report is created and securely released in a format designated by the investigator (PDF or CVS). While the primary users of the investigative interface are investigative users, OPLC/PDMP program administrators should be able to check the workflow and make edits if errors are identified.	M	Yes	Standard	Contractors complies. The system allows authorized investigative users to submit a request, with applicable documentation, securely for data. The investigator's subpoena or official board request are reviewed by NH OPLC/PDMP staff for accuracy and legality, then the report is created and securely released in a format designated by the investigator (PDF or CVS).
<b>A5 Application - Information/Education Requirements</b>					
A5.1	Upon first log-in, the system must provide brief training videos from within the system to educate Prescribers, Pharmacists, Designees and Data Submitters on the State query mandate, how to use the system, and privacy and confidentiality laws pertaining to OPLC/PDMP data. The State must approve the training video scripts.	M	Yes	Standard	Contractors complies. This functionality exists today but would require content from the state in order to produce the training video scripts.
A5.2	The system must contain a direct patient notification interface viewable to users of the system when the patient is queried and has met or exceeded certain risk thresholds, including but not limited to: multiple provider/pharmacy episodes, MME threshold, payment type threshold and dangerous drug combinations. The Practitioner can click the alert attached to the patient report to view the advanced analysis/description relative to the risk threshold(s) identified.	M	Yes	Custom	Contractors complies with all features except for the payment type threshold. Additional work will be performed to accommodate payment type.
A5.3	The system must provide the capability of communicating role-based information of interest through broadcast posting.	M	Yes	Standard	Contractors complies. The system provides the capability of communicating role-based information of interest through broadcast posting.
A5.4	The system must have a page for contact information and helpful links.	M	Yes	Standard	Contractors complies. The system has a page for contact information and helpful links.
A5.5	All pages must contain help, contact information or a link to the contact information location. Contact information must contain the State's phone number, email address, address, and Vendor's phone number for technical support.	M	Yes	Standard	Contractors complies. All pages contain help, contact information or a link to the contact information location. Contact information contains the State's phone number, email address, address, and Vendor's phone number for technical support.
A5.6	The system must contain both a manual and videos on how to properly utilize the system. These manuals and videos must be updated each time the system changes, as necessary, to ensure accuracy.	M	Yes	Standard	Contractors complies. The system contains training materials with instructions for proper system use.

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A5.7	The system must contain an educational resource section for the State to upload role specific educational materials. The educational resource section must provide capability for dynamic updates by the State within the system.	M	Yes	Standard	Contractors complies. The system contains a section for uploading training materials.
<b>A6 Application - Prescriber Requirements</b>					
A6.1	The system must contain a Prescriber feedback dashboard that contains a variety of metrics to help the Prescriber understand their own prescribing behavior and how it compares with their peers. The dashboard must contain a query compliance metric comparing the number of opioids and benzodiazepines prescribed or dispensed versus the number of queries done by the user or their Designees. The dashboard metrics must include, but are not limited to: average MME per patient, total MME for the time period, number of patients with overlapping benzodiazepine and opioid prescriptions, total patients, total prescriptions by drug type, total patients receiving over 100 MME per day, rate of each payment type-used by patients.	M	Yes	Custom	Contractors will work with the client to define the required metrics prior to generation of the data necessary to provide these reports on a repeat basis designated by the state. Contractors's current Prescriber Feedback Dashboard includes a comparison across the prescriber's listed specialty group as well as similar prescribers based on specialty and role. Metrics for comparisons include Prescriptions by Daily MME, Opioid Treatment Duration, Total MME Prescription Volume, Sedative Prescribing, PDMP Usage Multiple Provider Thresholds and Dangerous Combination Therapy.
A6.2	The data in the Prescriber feedback dashboard must be updated daily.	M	Yes	Custom	Contractors will comply, however, the state may need to consider the complexities of a daily update. With daily updates, it is likely to see wide variances in the comparisons due to numerous factors like delayed data, practitioners taking days off and other natural behaviors. Contractors recommends a monthly update.
A6.3	The system must provide capability for the State to dynamically set metrics.	M	Yes	Custom	Contractors will comply, however, the state may need to consider the complexities of a dynamically set metrics. Based on our experience in 23 states, the Prescriber Dashboard requires numerous complex calculations that must be determined and verified 6 weeks prior to the generation of the metrics. Dynamic adjustments will be not allow for quality assurance and testing that is critical to ensuring the dashboards are effective. An alternate proposal would be to allow the state to specify the desired metrics change four weeks before the prescriber report processing interval.
A6.4	The system must provide Prescriber comparisons within medical specialty peer groups	M	Yes	Standard	The interactive prescriber report will provide prescriber comparisons within medical specialty peer groups.
A6.5	The system must provide capability for the Prescriber to change their specialty comparison dynamically.	M	Yes	Standard	Contractors complies. The system provides capability for the Prescriber to change their specialty comparison dynamically.
A6.6	The system must provide capability for Prescriber comparisons in the same or similar geographical region(s).	M	Yes	Custom	Contractors will modify the prescriber comparison to accommodate geographical region. The state may consider that the effectiveness of this feature given the small geographical size of the state.
A6.8	The system must provide the capability for a Prescriber to query what has been dispensed under their DEA Number(s), and must log all such queries and provide the State the ability to view them.	M	Yes	Standard	Contractors complies. The system provides the capability for a Prescriber to query what has been dispensed under their DEA Number(s), and must log all such queries and provide the State the ability to view them.
A6.9	The system must provide the capability for the user to set the date range for their prescribing history.	M	Yes	Standard	Contractors complies. The system provides the capability for the user to set the date range for their prescribing history.
A6.10	If the user has more than one DEA number, the system must provide capability for the user to sort and filter by DEA number.	M	Yes	Standard	Contractors complies. If the user has more than one DEA number, the system provides the capability for the user to sort and filter by DEA number.
<b>A7 Application - Dispenser Requirements</b>					
A7.1	The system must securely accept ASAP 4.2A or newer data submissions.	M	Yes	Standard	Contractors complies. The system securely accept ASAP 4.0 or newer data submissions.
A7.2	The system must securely accept NCPDP data submissions.	D	Yes	Custom	Contractors will perform custom development to create the requirement. The NCPDP spec may not support all ASAP data fields.
A7.3	The system must receive data transmissions through secure FTP, Transport Layer Security (TLS) website seven days per week 24 hours per day. The Vendor shall accept paper, physical media, other agreed upon media, and electronic or hard-copy versions of the Universal Claim Form. The Vendor shall enter all submitted data into the system within 24 hours after receipt.	M	Yes	Standard	Contractors complies. Contractors does not accept/process paper or physical media of the UCF.

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A7.4	If supported by ASAP file standards, the system must provide capability for the State to create custom fields or extend other fields such as Method of Payment to include Children's Health Insurance Program (CHIP), and Pharmaceutical Assistance Contract for the Elderly (PACE).	M	Yes	Standard	Contractors complies. Contractors adapts processes as the ASAP standard evolves.
A7.5	The system must provide capability for data from multiple Pharmacies to be submitted in a single joint transmission as long as each Pharmacy is clearly identified for the prescriptions dispensed.	M	Yes	Standard	Contractors complies. The system provides capability for data from multiple pharmacies to be submitted in a single joint transmission as long as each pharmacy is clearly identified for the prescriptions dispensed.
A7.6	The system must automatically notify data submitters and pharmacists in charge of non-compliant, untimely data submissions or records with errors based on state requirements.	M	No	Future	This feature is on the current roadmap and has an estimated delivery of Q1 2021.
A7.7	The system must provide capability to monitor and improve data quality and reliability, including but not limited to, data validations performed at the time of data submission.	M	Yes	Standard	Contractors complies. The system provides capability to monitor and improve data quality and reliability.
A7.8	The system must have the tools and ability to trace, log and assess data quality and timeliness of all data submissions and transmissions, from the time the data submitter submits a file until the time it appears within the solution, creating end-to-end transparency.	M	Yes	Standard	Contractors complies. The system has the tools and ability to trace, log and assess data quality and timeliness of all data submissions and transmissions.
A7.9	The system must provide the capability for pharmacies to request an exemption to report.	M	Yes	Standard	Contractors complies. The system provides the capability for pharmacies to request an exemption to report.
A7.10	The system must provide the capability for Data Submitters to report no (or zero) prescriptions issued in a given time period.	M	Yes	Standard	Contractors complies. The system provides the capability for Data Submitters to report no (or zero) prescriptions issued in a given time period.
A7.11	The system must provide the capability for Dispensers and Data Submitters to make corrections to previously-submitted patient prescription information.	M	Yes	Standard	Contractors complies. The system provides the capability for Dispensers and Data Submitters to make corrections to previously-submitted patient prescription information.
A7.12	The system must validate and cleanse data according to the State's validation Edits and report, through email, any errors. Error reporting must include the error that occurred and the Rx Number. The email must not contain sensitive information. The system must provide a web-based dashboard for Data Submitters to view and correct data submission errors.	M	Yes	Standard	Contractors complies. The system validates and cleanses data according to the State's validation Edits and report, through email, any errors. Error reporting includes the error that occurred and the Rx Number. The email does not contain sensitive information. The system provides a web-based dashboard for Data Submitters to view and correct data submission errors.
A7.13	The system must remind Data Submitters that they have outstanding error corrections periodically with a configurable automated email message. The email must not contain sensitive information.	M	Yes	Standard	Contractors complies. The system reminds Data Submitters that they have outstanding error corrections periodically with a configurable automated email message. The email does not contain sensitive information.
A7.14	When a data file submitted by a Data Submitter does not meet validations for accuracy and completeness, the system must notify the Dispenser and the Data Submitter (if they are different) on a daily basis until the issue is resolved. The notification must specify the problem with the data and provide instructions for correcting the issue. The email must not contain sensitive information.	M	Yes	Standard	Contractors complies. When a data file submitted by a Data Submitter does not meet validations for accuracy and completeness, the system notifies the Dispenser and the Data Submitter (if they are different) on a daily basis until the issue is resolved. The notification specifies the problem with the data and provide instructions for correcting the issue. The email does not contain sensitive information.
A7.15	The system must provide the capability for users to flag records with errors and provide comments for review by the State. Once the State confirms an issue with a flagged record, the system must notify the Dispenser and Data Submitter and provide a means for them to correct flagged records.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. A system feature will be developed to provide the capability for users to flag records with errors and provide comments for review by the State. Once the State confirms an issue with a flagged record, the system will notify the Dispenser and Data Submitter and provide a means for them to correct flagged records.

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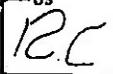
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A7.16	The system must evaluate records submitted to determine if a record contains potentially erroneous data, for instance, when the value of a field is a statistical outlier. The system must alert a Data Submitter to the possibility of erroneous data.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. A feature will be developed to identify records containing potentially erroneous data, for instance, when the value of a field is a statistical outlier. The system feature will be developed to alert a Data Submitter to the possibility of erroneous data.
A7.17	The Dispenser submission system must submit cleansed and validated records to the OPLC/PDMP database within 2 hours of receipt from a Data Submitter.	M	Yes	Standard	Contractors complies. Contractors' PMP Clearinghouse submits cleansed and validated records to the OPLC/PDMP database within 2 hours of receipt from a Data Submitter.
A7.18	The Vendor shall provide Data Submitters with instructions and technical assistance necessary for compliance with reporting requirements. The State reserves the right to review, approve and change any communication prior to distribution to Dispensers and Data Submitters.	M	Yes	Standard	Contractors complies. Contractors provides Data Submitters with instructions and technical assistance necessary for compliance with reporting requirements.
A7.19	On a daily basis, the system must verify pharmacy compliance, both for timeliness and outstanding errors.	M	Yes	Standard	Contractors complies. Contractors will extend the dispenser compliance feature to include notification of timeliness.
A7.20	If a dispensation record is submitted two or more business days after it was filed, the system must notify the Dispenser and Submitter of the data submission frequency requirement.	M	Yes	Standard	Contractors complies. If a dispensation record is submitted two or more business days after it was filed, the system will notify the Dispenser and Submitter of the data submission frequency requirement.
A7.21	The system must have a Dispenser compliance dashboard to assist the State with tracking compliance with data submission requirements. The dashboard must display daily, weekly monthly, quarterly and yearly aggregate compliance data for Dispenser submissions. The Dispenser compliance dashboard must display which Dispensers are submitting records late, in accordance with State statutes and regulations.	M	Yes	Standard	
A7.22	For each Dispenser, the dashboard must display the number of days in the time period; which days dispensation records arrived on time and late; and days in which no data or zero report was submitted. The dashboard must provide an individual Dispenser view that contains record-level information on dispensations; whether each record was submitted late or on-time; and which days no data or a zero report was submitted. The dashboard must display Dispensers that have errors which are not resolved after a State-configured time period. For each Dispenser, the dashboard must display the number of unresolved errors and when the errors occurred. The dashboard must provide a view of individual Dispensers that contains record-level information on which dispensation records had errors, and details of the specific error.	M	Yes	Standard	Contractors complies. The Dispensary Compliance Dashboard built in Tableau allows a state administrator a comprehensive view in the submissions and errors of those submitting to their PDMP. Using the list of pharmacies maintained within the AWARE portal, the dashboard will show the number of submissions, records and error rate. It also gives the administrator the ability to drill down for each pharmacy to see the most common outstanding errors and the prescriptions that have errors. The Data Submission Compliance Dashboard provides record level drill down within the following categories: Submission Level Detail, Dispensation Date Summary, Zero Reports, Error Level Summary, Dispensation Specific Detail, Pharmacy Contact Information, Ability to drill into error details.  Error Detail Export Available, User Guide included to assist the PDMP Administrator with this feature.
A7.23	The system must provide extracts of all information on the dispenser compliance dashboard in a format securely downloadable in a CSV file. All extracts must include, but are not limited to, the pharmacy name, pharmacy DEA number, pharmacy license number, the data Submitter account, data Submitter email, and any emails, phone numbers, or addresses associated with the Dispenser or Data Submitter.	M	Yes	Standard	Contractors complies. The system provides extracts of all information on the dispenser compliance dashboard in a format securely downloadable in a CSV file.

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A7.24	The system must provide the capability for Prescriber and Dispenser users to securely message each other within the system. The system must provide the capability for Prescriber and Dispenser users to simultaneously message multiple users based on who has previously prescribed or dispensed to their patient.	M	Yes	Standard	Contractors complies. The system's Communication Module provides the capability for Prescriber and Dispenser users to securely message each other within the system. The system's Communication Module provides the capability for Prescriber and Dispenser users to simultaneously message multiple users based on who has previously prescribed or dispensed to their patient.
A7.25	The system must provide the capability for users to request a temporary password and offer instructions on how to login and update the password. The system must facilitate the password reset process through user-selected options which must include e-mail or time expiring Secure Messaging System (SMS).	M	Yes	Standard	Contractors complies. The system provides the capability for users to request a temporary password and offer instructions on how to login and update the password.
A7.26	The system must provide capability for users to change their password without human intervention.	M	Yes	Standard	Contractors complies. The system provides capability for users to change their password without human intervention.
A7.27	The Vendor shall provide capability for the State to select forms, such as registration and pharmacy exemption, in which the system provides an auto-complete capability for State-selected fields when the user enters uniquely identifiable fields such as DEA number, License number, or NPI Number. Vendors may refer to Appendix H, Pharmacy Exemption Flowchart to understand the State's current pharmacy exemption process.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. The State Administrator can edit, manage user accounts, maintain a list of pharmacies and the exempt status. There is an auto fill for NPI and DEA on the registration page, as well as, the ability to edit demographics. Contractors would need to develop the ability to auto fill on License Number.
A7.28	The system must provide a logout feature. The logout feature will enable users to log off the site without closing their internet browser to exit the system.	M	Yes	Standard	Contractors complies. The system provides a logout feature. The logout feature enables users to log off the site without closing their internet browser to exit the system.
A7.29	The web portal must follow the Responsive web design approach to provide the optimal viewing and interaction experience across devices. The web portal must support web browsers and browser versions in use by over 95% of web users such as Edge, Internet Explorer, Firefox, Safari, Chrome, and Opera. The platform must adhere to World Wide Web Consortium (W3C) recommendations and other standards of interoperability. The system must have mobile and tablet versions of the website that are secure, visually appealing, user friendly and approved by the State.	M	No	Future	Contractors will perform custom development to meet the requirement. Contractors is proposing the NarxCare solution for the State of New Hampshire. Today, the NarxCare report is responsive design. Contractors will work to extend responsive design to the remaining components as directed by the State.
A7.30	The Vendor shall provide a comprehensive, intuitive web portal that is branded for the State of New Hampshire. The web design is subject to written approval by the OPLC/PDMP/DoIT.	M	Yes	Standard	Contractors complies. Contractors provides a comprehensive, intuitive web portal that is branded for the State of New Hampshire.
A7.31	The system must distinguish between veterinary prescriptions and human prescriptions and clearly indicate or separate records that are veterinary prescriptions in the patient report.	M	Yes	Standard	Contractors complies. The system distinguishes between veterinary prescriptions and human prescriptions and clearly indicate or separate records that are veterinary prescriptions in the patient report.
A7.32	The system must exclude veterinary prescriptions from metrics and threshold calculations such as MME calculations.	M	Yes	Standard	Contractors complies. The system excludes veterinary prescriptions from metrics and threshold calculations such as MME calculations.
A7.33	With the exception of additional Drugs of Concern identified by the State, the system must exclude drugs from displaying on the patient report that do not appear on Schedules II -IV of the federal Controlled Substances Act.	M	Yes	Standard	Contractors complies. With the exception of additional Drugs of Concern identified by the State, the system excludes drugs from displaying on the patient report that do not appear on Schedules II -IV of the federal Controlled Substances Act.
A7.34	The system must provide remote web access 24 hours a day, 7 days per week, with the exception of downtime for pre-planned maintenance during non-peak usage hours.	M	Yes	Standard	Contractors complies. The system provides remote web access 24 hours a day, 7 days per week, with the exception of downtime for pre-planned maintenance during non-peak usage hours.
A7.35	The system application infrastructure must be highly scalable to support millions of transactions per month and up to 70,000 simultaneous users.	M	Yes	Standard	Contractors complies. The system application infrastructure is highly scalable to support millions of transactions per month and up to 70,000 simultaneous users.

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A7.36	The system must have an email notification system designed to avoid or circumvent spam filters for successful email transmission. The system also must request that users update their spam filter to whitelist the email domain.	M	Yes	Standard	Contractors complies. The system has an email notification system designed to avoid or circumvent spam filters for successful email transmission. The system documentation also requests that users update their spam filter to whitelist the email domain.
A7.37	The system must provide capability for the State to designate a prescription record as a Contested Prescription. The system must exclude the Contested Prescription from the aggregate calculations in the prescriber feedback report.	M	Yes	Custom	Contractors supports flagging of prescription as Contested. Contractors will do custom development to meet requirement of excluding from calculation.
A7.38	The system must have the capability for the State to write and execute read-only SQL or no SQL queries on data in the system.	M	Yes	Custom	SQL statements executed against a production system have the risk of impacting system performance and as a result, introducing risk to patient care. As a result, a replica of the production system must be established to provide this capability to the state without risk clinician/user/patient experience.
A7.39	The system must provide audit capability on user searches to reduce unauthorized queries. In the event that a user attempts to query a patient on a State-supplied list, the system must prompt the user with a notification warning against unlawful queries and provide the option for the user to cancel the query or proceed with querying.	M	Yes	Custom	Contractors will confer with the NH OPLC regarding custom development to meet the requirement due to identified risks with this request.
A7.40	The system must provide capability for State access to all data tables to enable storage in the State's Enterprise Data Warehouse (EDW). This connection must be secure and accessible at all times, with unrestricted frequency and quantity within the download capability. Data tables include, but are not limited to, raw pharmacy submissions, cleansed pharmacy submissions, usage logs such as the query table and login table, Prescriber feedback dashboard access table, linkage tables, user tables and patient/address indices.	M	Yes	Custom	Contractors will create a near real-time replica of production system will be required and non-NH data removed to avoid violating other agreements.
A7.41	The system must maintain a comprehensive user table including, but not limited to, primary key; email address, username, first name, middle name, last name, date of birth, DEA number, professional license number, role, Prescriber specialties, Prescriber subspecialties, address, address 2, city, state, zip code, Designee user IDs, date and time account created, date and time account approved, date and time account last updated, and last login date and time. The Vendor shall provide a full extract of the live table to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will perform custom development to create the requested extracts.
A7.42	The Vendor shall maintain a comprehensive query table including, but not limited to, primary key; username; role; date and time search occurred; user IP address; patient first name; patient last name; patient date of birth; all search criteria used; query requester; states selected for interstate query; interstate hub used to search; whether partial first name was used; whether partial last name was used; whether the search yielded data from the State; states other than the State that yielded data. The Vendor shall provide a full extract of the live table to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will perform custom development to create the requested extracts.
A7.43	The Vendor shall maintain a comprehensive Prescriber feedback dashboard access table that includes, but is not limited to, username, primary key, role, date and time Prescriber feedback dashboard was accessed, and IP address of user. The Vendor shall provide a full extract of the live table, to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will create an interactive prescriber report for providers to understand their own prescribing behavior and how it compares with their peers

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A7.44	The Vendor shall maintain a comprehensive table of invalid access requests on the system. This table must include but is not limited to, user ID, date/time attempt occurred, IP address of user attempting, the page the attempt occurred on, and the reason for error. The Vendor shall provide a full extract of the live table to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will perform custom development to create the requested extracts.
A7.45	The Vendor shall maintain a comprehensive login table containing login attempts on the system. This table must include, but is not limited to, username, primary key, role, date and time of login, whether the login was successful, and the reason for error. The Vendor shall provide a full extract of the live table to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will perform custom development to create the requested extracts.
A7.46	The Vendor shall maintain a comprehensive table containing pharmacy submission activity. This table shall include, but is not limited to, username; date and time submitted; submitter IP address; dispenser DEA number; number of records submitted; number of records valid; number of records that prompted a warning; number of records that prompted an error; number of records valid; number of records revised; number of records deleted; newest date and time filled of valid records; and oldest date and time filled of valid records. The Vendor shall provide a full extract of the live table to the State, in a secure manner, on a daily basis.	M	Yes	Custom	Contractors will perform custom development to create the requested extracts.
<b>A8 Application - Delegate Requirements</b>					
A8.1	The system must provide prescribers and dispensers the ability to add delegates by their email address. These delegates shall have their own username and passwords.	M	Yes	Standard	Contractors complies. The system provides prescribers and dispensers the ability to add delegates by their email address. These delegates have their own username and passwords.
A8.2	The system must provide prescribers and dispensers the ability to remove delegates and re-add previously removed delegates.	M	Yes	Standard	Contractors complies. The system provides prescribers and dispensers the ability to remove delegates and re-add previously removed delegates.
A8.3	The system must provide prescribers and dispensers the ability to view the queries made on their behalf by their delegates	M	Yes	Standard	Contractors complies. The system provides prescribers and dispensers the ability to view the queries made on their behalf by their delegates.
A8.4	The system must require prescribers and dispensers to re-validate their delegates every six months or a timeframe determined by the State.	M	Yes	Standard	Contractors complies. The system requires prescribers and dispensers to re-validate their delegates every six months or a timeframe determined by the State.
A8.5	The system must allow a delegate to select the prescriber or dispenser for whom they are conducting a query on the query page.	M	Yes	Standard	Contractors complies. The system allows a delegate to select the prescriber or dispenser for whom they are conducting a query on the query page.
A8.6	The system must enable Designees to perform queries on behalf of a Prescriber or Dispenser. Every query performed by the Designee on behalf of the Prescriber or Dispenser must be accessible to the Prescriber or Dispenser.	M	Yes	Standard	Contractors complies. The system enables Designees to perform queries on behalf of a Prescriber or Dispenser. Every query performed by the Designee on behalf of the Prescriber or Dispenser is accessible to the Prescriber or Dispenser.
A8.7	The system must allow users to store search parameters to be run at a later time. Designees will be allowed to share this search criteria with their Prescriber or Dispenser. The system will allow the user to enter a date range that keeps the search available. After this time, the search criteria must be re-entered	M	Yes	Custom	Contractors will perform custom development to meet requirement. The system allows users to store search parameters to be run at a later time. Designees are allowed to share this search criteria with their Prescriber or Dispenser. The system allows the user to enter a date range that keeps the search available.
<b>A9 Application - Practitioner Requirements</b>					
A9.1	The system must provide users the capability to calculate how user-entered prescriptions they are considering prescribing or dispensing would impact daily MME. The system must provide feedback to the Practitioner if the user-entered prescriptions would meet or exceed risky prescribing thresholds relating to opioid/benzodiazepine overlap, high NME, and the prescribing of a long acting opioid to an opioid naive patient.	M	Yes	Custom	Contractors will perform custom development to meet requirement. A system feature will be developed to provide users the capability to calculate how user-entered prescriptions they are considering prescribing or dispensing would impact daily MME.

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A9.2	The system must have the capability for a user to view their previous search history. This history must display user search target(s); date and time search occurred; other states searched; and data captured by the search. The system must provide capability for a user to re-run the search with a new date range.	M	Yes	Standard	Contractors complies. The system has the capability for a user to view their previous search history.
A9.3	Pending legislative approval of OPLC/PDMP integration within NH Health facilities electronic health systems, the system must provide the capability for a user to view their (and delegate) past searches. At a minimum the system will provide this capability for the following search sources: 1) EHR integration; 2) Pharmacy integration. In the event that a search was conducted, the system will provide the username, date, time, and a link to the data captured in the search.	M	Yes	Standard	Contractors complies. The system will provide the capability for a user to view their (and delegate) past searches. At a minimum the system will provide this capability for the following search sources: 1) EHR integration; 2) Pharmacy integration. In the event that a search was conducted, the system will provide the username, date, time, and a link to the data captured in the search.
A9.4	The system must provide the capability for a user to sort on any column in their search history.	M	Yes	Standard	Contractors complies. The system provides the capability for a user to sort on any column in their search history.
A9.5	The system must provide capability to sort and filter records based on all criteria included in the prescribing history which includes, but is not limited to, prescriber name, dispenser name, patient name, drug name, drug type, patient details, date prescription written, date prescription filled, and MME.	D	Yes	Standard	Contractors complies. The system provides capability to sort and filter records based on all criteria included in the prescribing history which includes, but is not limited to, prescriber name, dispenser name, patient name, drug name, drug type, patient details, date prescription written, date prescription filled, and MME.
A9.6	The system must provide the capability to search, filter and sort records based on any field contained in the prescribing history report.	D	Yes	Standard	Contractors complies. The system provides the capability to search, filter and sort records based on fields contained in the prescribing history report.
<b>A10 Application - Data and Alert Requirements</b>					
A10.1	The system must develop, maintain and deliver a secure data extract from the Vendor to the OPLC/PDMP or any State partner designated by the OPLC/PDMP to the extent allowed by law based on design sessions with designated State partner to be hosted by the Vendor. The data extract may either be a direct connection to the Vendor's environment if appropriate connectors are available with designated partner's Informatica Power Center installation or Vendor will provide daily extracts that will be pushed to the State of NH FTP site or other agreed (by both parties) upon strategy to interface the systems. Vendor will provide documentation on all data tables and elements provided by the vendor. Pending legislation may provide identifiable access to data to designated State partners for prescribed purposes. In the event legislation is not approved into law, the Vendor will work with designated State partners to develop a de-identified data extract that maximizes value under the restrictions of the law.	M	Yes	Custom	Contractors will perform custom development to meet requirement.
A10.2	The system must provide the capability to perform ad hoc queries to respond to requests received by non-healthcare entities, including but not limited to individual patients; NII regulatory boards; and state or federal law enforcement. Since these queries and reports may vary in substance, an ad hoc query and reporting function is an essential aspect of the system.	M	Yes	Standard	Contractors provides access to Tableau server for state administrators to review pre-built dashboards as well as to perform their own custom, ad-hoc analyses on the curated data sets.
A10.3	The system must provide the capability to generate unsolicited alerts in the patient record when its been identified that the patient has exceeded specific threshold levels. The system must provide capability for the State to configure thresholds for the inserted alerts.	M	Yes	Standard	Contractors complies. The system provides the capability to generate unsolicited alerts in the patient record when its been identified that the patient has exceeded specific threshold levels. The system provides capability for the State to configure thresholds for the inserted alerts.
A10.4	The system must provide the capability to generate unsolicited alerts to Prescribers of patients who have been identified as exceeding specific threshold levels. The system must provide capability for the State to configure thresholds within the Unsolicited Reports.		Yes	Standard	Contractors complies. The system provides the capability to generate unsolicited alerts to Prescribers of patients who have been identified as exceeding specific threshold levels. The system provides capability for the State to configure thresholds within the Unsolicited Reports.

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A10.5	If the Prescriber has a patient with an alert on their record, the system must have the capability to send an notification to the Prescriber. This notification must not contain sensitive information.	M	Yes	Standard	Contractors complies. The system has the capability to send an notification to the Prescriber, if the Prescriber has a patient with an alert on their record.
A10.6	The system must provide the capability for prescribers to set specific thresholds on the prescription behavior of their patient. The system must notify the user when a patient to whom they prescribed a drug meets or exceeds the alert. This system must not permit users to circumvent unsolicited reports, but must allow a Prescriber to set a narrower threshold than that of the State.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
A10.7	The system must provide the capability for a Prescriber to set an alert based on the number of Prescribers the patient has seen.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
A10.8	The system must provide the capability for a Prescriber to set an alert based on the number of pharmacies the patient has used.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
A10.9	The system must provide the capability for a Prescriber to set an alert when a patient has overlapping benzodiazepine and opioid prescriptions.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
A10.10	The system must provide the capability for a Prescriber to set an alert when a long acting opioid is prescribed to a patient.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
A10.11	The system must provide the capability for a Prescriber to set an alert when a stimulant is prescribed to a patient.	D	Yes	Custom	Given this feature is not mandatory, Contractors can perform custom development to meet the requirement if the State determines that it is in-scope for this project.
<b>All Application - Interstate Data Sharing/HURS Requirements</b>					
A11.1	The system must follow the Prescription Monitoring Information Exchange (PMIX) National Architecture and be verified by the State to provide interstate data sharing services.	M	Yes	Standard	Contractors complies. The system follows the Prescription Monitoring Information Exchange (PMIX) National Architecture and be verified by the State to provide interstate data sharing services.
A11.2	The system must securely integrate/connect to the RxCheck hub to facilitate data transfer to other states and allow Rx Check requests permitted by the State.	M	Yes	Standard	Contractors complies.
A11.3	The system must securely integrate/connect with the PMPi data sharing hub and allow PMP Gateway requests as permitted by the State.	M	Yes	Standard	Contractors complies. The system securely integrates/connects with the PMPi data sharing hub and allow PMP Gateway requests as permitted by the State.
A11.4	The system must able to securely connect/integrate with the State's licensure API to retrieve license data.	M	Yes	Custom	Contractors will perform custom development to meet the requirement. If/when the state implements a web service, Contractors will code to the specifications put forth by the state to accomplish this requirement.
A11.5	The system must provide the State the ability to create new user roles. The system must provide the State the ability to map user roles to the roles utilized by data sharing hubs, including but not limited to RxCheck and PMPi.	M	Yes	Standard	Contractors complies. The system provides the State the ability to create new user roles. The system provides the State the ability to map user roles to the roles utilized by data sharing hubs.
A11.6	The system must provide capability for authorized users to conduct a multi-state search with one button access to data from New Hampshire and the states that have a data sharing agreement. (if their role allows).	M	Yes	Custom	Contractors will modify the existing user interface to allow for one button access.
A11.7	Through the consent of legislation, the system must securely connect to health care facilities Electronic Health Record Systems.	M	Yes	Standard	Contractors complies. The system securely connects to health care facilities Electronic Health Record Systems.
A11.8	The Vendor shall not restrict integration with any and all hubs, HCEs, and HIEs.	M	Yes	Standard	Contractors complies. There are no restrictions in place, but could require custom development if OOTB integration options aren't utilized.
A11.9	The system must have a secure API that enables patient level data to be securely sent directly to a user within an EHR. This API will have the ability to connect to any Hub system as necessary. At a minimum, this API must contain patient prescription data, Morphine Milligram Equivalent and unsolicited alerts.	M	Yes	Custom	Contractors will deliver; however, this is subject to state data sharing policies

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A11.10	The system must be able to securely retrieve data from all interstate data sharing hubs (currently RxCheck and PMPi) with a single query from the user.	M	Yes	Custom	Contractors will perform custom development to meet requirement. See 212.
A11.12	The system must provide the capability for the State to securely add and remove states for interstate data sharing and edit the name of the state shown to the user (Maine vs. ME)	M	Yes	Custom	PMP AWAARxE is integrated with PMP InterConnect and PMP AWAARxE dynamically displays states that can be searched depending on each state permissions and roles that each state has configured within PMP InterConnect. Editing how the name is displayed would require custom development.
A11.13	The system must provide the capability to generate a Patient Prescription History Report. The report must be compatible with printing and electronic distribution in a CSV and PDF format.	M	Yes	Standard	Contractors complies. The system provides the capability to generate a Patient Prescription History Report that is compatible with printing and electronic distribution in a CSV and PDF format.
A11.14	The system must display the state that the record was sourced from if a multistate search was conducted.	M	Yes	Standard	Contractors complies. The system displays the state that the record was sourced from if a multistate search was conducted.
A11.15	The system must allow the practitioner to configure the search to be conducted (e.g. set the default of states they want to query).	D	Yes	Standard	Contractors complies. The system allows the practitioner to configure the search to be conducted.
A11.16	The system must provide summary information of the patient record, including but not limited to, number of unique Prescribers, number of unique pharmacies, average MME, current MME, number of drug types, number of payment types, number of days of Opioid overlap, Opioid Naïve status, existence of overlapping prescriptions for benzodiazepines and opioids, existence of controlled substance prescriptions from multiple prescribers.	M	Yes	Standard	Contractors complies. The system provides summary information of the patient record.
A11.17	In every patient report, the system must include links to optional educational content selected by the State, for example, Safe Prescribing Guidelines and Treatment Options.	M	Yes	Standard	Contractors complies. The system must include links to optional educational content selected by the State.
A11.21	The system must provide the capability for users to select and save a patient record in printable CSV and PDF formats.	M	Yes	Standard	Contractors complies. The system provides the capability for users to select and save a patient record in printable CSV and PDF formats.
A11.22	The system must provide an Audit trail of interstate data sent to the requesting practitioner from an approved/connected state. The system will provide the username, date, time, and a link to the data captured in the search.	M	Yes	Standard	Contractors complies. The system provides an audit trail of interstate data sent to the requesting practitioner from an approved/connected state.
A11.23	The system must provide the capability for a user to filter and sort patient data by all fields contained in the patient report.	M	Yes	Standard	Contractors complies. The system provides the capability for a user to filter and sort patient data by all fields contained in the patient report.
<b>A12 Application - State/Administrative Requirements</b>					
A12.1	The system must provide an interface that allows administration and practitioners to map patient-prescriber-pharmacy by way of a mapping enhancement to calculate metrics with distance between two point, and three points in conjunction with prescriptions prescribed and linkages to any other at risk indicators	M	Yes	Custom	Contractors will perform custom development to meet requirement. Contractors will perform custom development work to meet this requirement. An interactive map will be developed detailing patients' address(es), prescribers' address(es), and pharmacies' address(es) will be accessible on the Patient Report with the implementation of a HIPAA-compliant mapping tool.
A12.2	The system must provide the capability for State administrators to manage Data Submitter accounts which includes modification of all fields attributed to the account.	M	Yes	Custom	Contractors provides the ability for state administrators to see contact name/details, approve/reject the account, and send communications to submitter accounts. Because submitter accounts may submit data to multiple states we do not allow state administrators to modify the accounts. NB: Need to vet this with product.
A12.3	The system must provide capability for the State Administrator to securely message users within the system.	D	Yes	Standard	Contractors complies. The system provides capability for the State Administrator to securely message users within the system.
A12.4	The system must provide capability for the State to link and de-link patient records	M	Yes	Standard	Contractors complies. The system provides capability for the State to link and de-link patient records
A12.5	The system must provide capability for the State Administrators to audit system usage. The audit includes, but is not limited to, real time views of user activity (both logins and searches), data changes (including old value, new value, user id, and date/time of change) and usage errors.	M	Yes	Custom	Contractors will perform custom development to meet requirement. The system will be enhanced to provide capability for the State Administrators to audit system usage as defined.

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A12.6	The system must have the capability to send emails to user groups based on role, last access date, or other criteria specified by the State pertaining to the system user. These emails must not contain sensitive information.	M	Yes	Custom	Contractors will perform custom development to meet requirement. Today, Contractors provides the ability to email user groups based on Role and Geo location but not last access date. The content can be customized by the state.
A12.7	The system must provide the ability for State administrators to simulate any roles used within the system without the need of a second account.	M	Yes	Custom	Contractors will perform custom development to meet requirement. The system will be enhanced to for State administrators to simulate other roles used within the system without the need of a second account.
A12.8	The Vendor shall provide the ability for the State to change the logo and system colors.	M	Yes	Standard	Contractors complies. Contractors provides the ability for the State to change the logo and system colors.
A12.9	The system must provide the ability for the administrative staff to review system usage at a user level. The system must provide a sortable list of users and the total number of searches to check for potential system misuse.	M	Yes	Custom	Contractors will perform custom development to meet requirement. The system will be enhanced to provide the ability for the administrative staff to review system usage at a user level.
A12.10	The system must contain a dashboard that allows administrators to view a ranking of Prescribers who meet or exceed thresholds set by the State. Vendor shall produce a downloadable report, which has the possibility to for grouping by geographic area and specialty, that returns the top Prescribers or pharmacies who have written or filled the most (prescriptions/total MME/average MME per prescription/distinct patients/number of prescriptions per drug class) within a timeframe dynamically set by the State.	M	Yes	Custom	Contractors currently provides self-service analytical tools to allow the state administrators to perform the listed prescriber rankings based on a wide variety of dimensions. For Contractors to develop a pre-built, custom dashboard meeting all the listed requirements would require development.
A12.11	The system must allow the State administrators to administer all OPLC/PDMP user accounts.	M	Yes	Standard	Contractors complies. The system allows the State administrators to administer all OPLC/PDMP user accounts.
A12.12	The system must provide capability for State administrators to view all user accounts.	M	Yes	Standard	Contractors complies. The system provides capability for State administrators to view all user accounts.
A12.13	The system must provide a mechanism to allow State administrators to grant or revoke user privileges to specific system tools including prescribing history, patient searching and Designee management.	M	Yes	Standard	Contractors complies. The system provides a mechanism to allow State administrators to grant or revoke user privileges to specific system tools including prescribing history, patient searching and Designee management.
A12.14	These system must provide a notes section for each user account. This notes section will only be viewable by State administrators.	M	Yes	Standard	Contractors complies. These systems provide a notes section for each user account. This notes section is only viewable by State administrators.
A12.15	The system must provide capability for State administrators to search for users by any field contained in the user's profile.	M	Yes	Custom	Contractors will perform custom development to meet requirement. Currently allows search on first name, last name, email, dob, role, personal DEA, employer DEA, personal NPI.
A12.16	The system must provide capability for State administrators to make modifications to all aspects of user accounts including passwords, license number, NPI number, DEA number, name, email, roles, date of birth, specialty.	M	Yes	Standard	Contractors complies. The system provides capability for State administrators to make modifications to all aspects of user accounts.
A12.17	The system must provide capability for State administrators to add notes to user accounts that are only viewable to the Administrators of the system (the State and the Vendor).	M	Yes	Standard	Contractors complies. The system provides capability for State administrators to add notes to user accounts that are only viewable to the Administrators of the system (the State and the Vendor).
A12.18	The system must provide capability for State administrators to activate or deactivate accounts.	M	Yes	Standard	Contractors complies. The system provides capability for State administrators to activate or deactivate accounts.
A12.19	The State administrators shall be able to search for and view all patient alerts.	M	Yes	Standard	Contractors complies. The State administrators can search for and view all patient alerts.
A12.20	The State administrators shall be able to view user dashboards.	M	Yes	Standard	Contractors complies. The State administrator is able to review select user dashboards.
A12.21	The system must provide capability for State administrators to view the search history of any Prescriber or Dispenser, including any queries made on their behalf by a designee. This capability must include the ability to view the results the query produced, where the query originated (OPLC/PDMP website, API, RxCheck hub, PMP Gateway), IP address, and time stamp of when each search was made.	M	Yes	Custom	Contractors will perform custom development to meet requirement. The system currently provides the majority of this detail. More specifically, the system identifies searches coming from PMP Gateway, PMP AWAARxE, PMP AWAARxE with PMP InterConnect and PMP AWAARxE with RxCheck. We will perform custom development to include the time stamp and IP.
A12.22	The system must provide capability for State administrators to view the personal prescribing histories of prescribers.	M	Yes	Standard	Contractors complies. The system provides the capability for State administrators to view the personal prescribing histories of prescribers.

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A12.23	The system must provide state administrators the ability to monitor high risk mandates that include but are limited to: opioids for acute pain; opioids for chronic pain; high MME, concurrently prescribed opioid and benzodiazepine and multi provider and pharmacies.	M	No	Future	With the deployment of ASAP 4.2b in 2021 which provides the data elements for capturing opioids for acute pain vs. opioids for chronic pain, OPLC/PDMP administrators will have the ability to collect the data needed to monitor these additional high risk mandates.
A12.24	The system must provide a Prescriber/Dispenser report by DEA number. The report must contain the prescribing or dispensing history, relative to their peers in the medical specialty, and identify the by number when prescriber and/or dispenser is outside of State set thresholds.	D	Yes	Standard	Contractors complies. The system provides a Prescriber/Dispenser report by DEA number. The report contains the prescribing or dispensing history, relative to their peers in the medical specialty, and identify the by number when prescriber and/or dispenser is outside of State set thresholds.
A12.25	The system must provide capability for State administrators to view user Designees and supervisors		Yes	Standard	Contractors complies. The system provides capability for State administrators to view user Designees and supervisors
A12.26	The Vendor shall provide to the State Administrators a full physical data model and data dictionary of the delivered system solution.	M	Yes	Standard	Contractors complies. Contractors will provide the State Administrator with a full physical data model and data dictionary of the delivered system solution. Please note. Contractors reserves the right not to expose sensitive intellectual property information.
A12.27	The system must provide capability for State administrators to access and download any and all tables as requested by the State.	M	Yes	Custom	Contractors will perform custom development to meet requirement. Contractors will create a near real-time replica of production system will be required and non-NH data removed to avoid violating other agreements.
A12.28	The system must provide geocoding of patients, physicians, and pharmacy locations to enable geographic analysis of the relationships in order to identify potential questionable/diversional activity or abuse.	M	No	Future	Contractors will modify current feature to meet the requirement. A third-party geolocation platform will be used. Google Maps cannot be used, as the platform must be HIPAA-compliant and Google Maps does not meet HIPAA compliance standards.
A12.29	The system must generate a weekly system exception report and distribute to designated State administrators through e-mail or at time of system login. The email must not contain sensitive information. This information will be used for quality assurance.	M	Yes	Standard	Contractors complies. State Administrators have access to a data submission exception report upon log in to the system.
A12.30	The Vendor shall provide training for all users on how to properly use the system. This training shall be updated on an as-needed basis including but not limited to any functional changes to the system.	M	Yes	Standard	Contractors complies. Contractors provides training for all users on how to properly use the system. This training is updated on an as-needed basis including but not limited to any functional changes to the system.

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BUSINESS REQUIREMENTS VENDOR RESPONSE CHECKLIST					
State Requirements			Vendor		
Req #	Requirement Description	M- MANDAT ORY D=DESI RED	Vendor Resp.	Delivery Method	Comments
<i>BI Data Collection from Dispensers and Data Administration</i>					
B1.1	Data must be collected by the Vendor in the current format established by the American Society for Automation in Pharmacy (ASAP) in its ASAP Rules Based Implementation Guide for Prescription Monitoring Programs.	M	Yes	Standard	Contractors complies with ASAP Rules Based Implementation Guide for Prescription Drug Monitoring Programs.
B1.2	The Vendor must collect the data in the most current ASAP format from Dispensers by secure email, secure FTP, Virtual Private Network (VPN), and other agreed upon media.	M	Yes	Standard	Contractors complies. Data Delivery Methods include: Secure FTP, Web Portal Upload, and Manual Entry. Secure Email is not utilized by dispensers but can be supported, if necessary.
B1.3	The Vendor must prepare and provide to Dispensers any instructions needed to comply with the data reporting requirements and provide technical assistance. The New Hampshire Office of Professional Licensure and Certification (OPLC/PDMP) and/or New Hampshire Prescription Management Program Advisory Committee (OPLC/PDMPAC) reserves the right to review and approve any communication prior to it being distributed to Dispensers. The OPLC/PDMP will provide the Vendor with a list of Dispensers required to report, which will include the Dispensers' names and mailing addresses. There are approximately 1,300 Dispensers that may be required to report into the program. 300 In-State Dispensers, 700 Out-of-State Dispensers, and 300 Veterinarians, Emergency Room Doctors, Physicians, Dentists, etc... An updated list of Dispensers will be provided as needed to the Vendor upon request. There are an estimated 11,000 Practitioners of which a small percent choose to dispense medication and all Practitioners must register with the OPLC/PDMP. Email address must be provided by Dispensers/Practitioners during the OPLC/PDMP registration process.	M	Yes	Standard	Contractors complies with preparing and providing Dispensers with instructions needed to comply with the data reporting requirements and also provides technical assistance.
B1.4	The Vendor shall allow for the manual submission of data if the dispenser or prescriber does not have Internet access. The Vendor shall process and load manual submissions into the system.	M	Yes	Standard	Contractors complies and allows the vendor to manually submit the data if the dispenser or prescriber does not have Internet access.
B1.5	The system must have the ability to receive real-time electronic prescription information transmitted directly from dispensers twenty-four hours a day seven days a week. Dispensers are required to submit all records to the system no later than the next business day after dispensing a controlled substance. Veterinarian Dispensers must be able to transmit information either electronically or manually no later than seven days after dispensing a controlled substance.	M	Yes	Standard	Contractors complies with the ability to receive real-time electronic prescription information transmitted directly from dispensers 24 hours a day, 7 days a week.

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B1.5	Identify and flag users in each dispensing category as "non-compliant" who fail to submit data or submit a report with no records/data (e.g. zero report).	M	Yes	Standard	Contractors complies. Within our PMP Clearinghouse, a Pharmacy Error page is available for administrators to quickly identify pharmacies with errors that are not being corrected in a timely manner. An interactive report is available that contains details on file submissions, zero reports, errors, and other pharmacy information, providing a comprehensive view of a state's overall submission compliance as well as granular pharmacy-level details. This report identifies dispensers that have outstanding errors, and dispensers that have errors outstanding for more than specific number of days, as determined by the MPDR. Additionally, administrators have access to reporting tools within Contractors PMP AWARE that identify "delinquent" dispensers, defined as dispensers not submitting data or zero reports in a timely fashion. Administrators have access to track whether each of these data submitters/pharmacies were compliant with the state's submission compliance policies, including for data submissions and zero reports. In addition, state PDMP administrators can view, generate reports, and export registrant user profile data that is updated daily using the Jasper and Tableau business intelligence tools.
B1.6	The application must allow OPLC/PDMP to obtain a report/list of "non-compliant" Dispensers at any time.	M	Yes	Standard	Contractors complies. Within our PMP Clearinghouse, a Pharmacy Error page is available for administrators to quickly identify pharmacies with errors that are not being corrected in a timely manner. Additionally, administrators have access to reporting tools within Contractors PMP AWARE that identify "delinquent" dispensers, defined as dispensers not submitting data or zero reports in a timely fashion.
B1.7	The application must create and store a record of each attempted data submission by Dispenser, whether or not the data submission is successful/error free. Statistics regarding data submissions (good and bad) must be accessible to the system Administrators	M	Yes	Standard	Contractors complies. Administrators have access to track whether each of these data submitters/pharmacies were compliant with the state's submission compliance policies, including for data submissions and zero reports. In addition, state PDMP administrators can view, generate reports, and export registrant user profile data that is updated daily using the Jasper and Tableau business intelligence tools.
B1.8	The application must logically associate each record with a Dispenser's account and include, at a minimum, the following information in each record: <ul style="list-style-type: none"> <li>• Unique Dispenser ID</li> <li>• Data Submitted</li> <li>• Time Submitted</li> <li>• Attempted number of Records to be Submitted</li> <li>• Number of Records Successfully Submitted</li> <li>• Source IP Address of the Data Submission</li> </ul>	M	Yes	Standard	Contractors complies. The application logically associates each record with a Dispenser's account

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81.9	<p>The application must return an acknowledgement or display a message to the Dispenser regarding whether their attempted data submission is successful or failed, and if failed, the acknowledgement or message must identify the error(s) in enough detail that the Dispenser can correct the data and re-submit. The Dispenser must be notified when their data transmission does not meet the established threshold for accuracy and completeness and be provided with a detailed explanation of the cause of the errors. The Dispenser must correct the errors and resubmit the file until it is accepted. The OPLC/PDMP must be notified when a Dispensers' data submission is not completed by the pre-established due date. Dispensers have 72 work day hours to correct identified errors or they are considered to be in violation of the State law.</p>	M	Yes	Standard	<p>Contractors complies. Data processing and loading into Contractors' PMP Clearinghouse occurs 24 hours per day, 7 days per week, 365 days per year so that submitted records are constantly processed and do not wait for a nightly batch process. Once data is imported, it is immediately available to authorized users to query and view through various reports within the PDMPs. Each data transmission is acknowledged with a status report that is emailed to the submitter and is also viewable within our PMP Clearinghouse. All records that do not pass error validations are immediately reported to the data submitter via a file status email and through a File Status page within the Contractors PMP Clearinghouse web portal. For each submitted file that has errors, daily file status emails are sent to data submitters until all errors are corrected. Data corrections are revalidated upon submission, and if accepted, the outstanding error is cleared, indicating the data has been corrected.</p>
81.10	<p>The application must collect data regarding every dispensing of a monitored prescription drug from approximately 1,300 licensed individuals with the authority to dispense monitored prescription drugs and approximately 700 pharmacies licensed to dispense monitored prescription drugs to patients in New Hampshire of which 300 are In-State and 700 are Out-of-State, and 300 Veterinarians, Emergency Room Doctors, Physicians, Dentists, etc., through a variety of secure transmission/transport protocols, standards and methods to receive data from Dispensers, initially including the following at a minimum:</p> <ul style="list-style-type: none"> <li>* ASAP</li> <li>* Batch File transmission methods with daily update capability</li> <li>* Manual data entry through a secure Web portal</li> <li>* Manual batch file upload via a secure Web portal</li> <li>* Secure file transfer of a batch file via File Transfer Protocol (FTP)</li> <li>* Transfer Control Protocol Internet Protocol (TCP/IP)</li> </ul>	M	Yes	Standard	<p>Contractors complies. Through immediate processing of data rather than nightly batch processing, PMP AWARE makes the most recent and comprehensive data available to end users. PMP AWARE has flexible data submission options to meet the needs of dispensers regardless of their IT sophistication. Contractors' data collection module, PMP Clearinghouse, supports data submission in a diverse range of industry standard formats including ASAP, batch file transmissions, manual and automated data entry via a Web portal, SFTP and TCP/IP.</p>
81.11	<p>Manual Dispensers must be able to report dispensing via a secure website</p>	M	Yes	Standard	<p>Contractors complies. Manual Dispensers can report dispensing via a secure website</p>
81.12	<p>Data collected from the Dispensers must include the following data elements for each Schedule II-IV prescription, in standard ASAP format:</p> <ul style="list-style-type: none"> <li>* The Dispenser's DEA Number</li> <li>* Name of the patient for whom the controlled substance is being dispensed</li> <li>* The Patients' Full Address, including city, state, and zip code; Telephone Number; and Date of Birth</li> <li>* Date the prescription was written</li> <li>* Date the prescription was filled and sold</li> <li>* Prescription Number</li> <li>* Whether the prescription is new or a refill</li> <li>* Metric quantity of the dispensed drug</li> <li>* Estimated days of supply of dispensed drug, if provided to the Dispenser</li> <li>* National Drug Code of dispensed drug</li> <li>* Prescriber's DEA Number and NPI</li> <li>* Number of refills</li> <li>* Source of payment (Insurance or Other)</li> <li>* Species Code PAT20: (01) Human (02) Veterinary Patient – If animal also fill in field for animal name</li> <li>* Treatment Type DSP24: (01) not used for opioid dependency (02) Used for opioid dependency treatment</li> </ul>	M	Yes	Standard	<p>Contractors complies. Currently, the NH PDMP is on ASAP 4.2A, which includes PAT20 and DSP24 as "Required" fields. When a newer ASAP version is announced, Contractors Health begins development to</p>

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B1.14	Dispensers under common ownership must be permitted to submit all of their data in one transmission, provided each Dispenser is clearly identified for each prescription dispensed.	M	Yes	Standard	Contractors complies and allows dispensers under common ownership to submit all of their data in one transmission, provided each dispenser is clearly identified.
B1.15	The Vendor is responsible for monitoring that each Dispenser has submitted data on the required submission schedule, and must notify the Dispenser of any submission failures. Vendor must notify OPLC/PDMP when Dispenser fails to either report the data or make the appropriate corrections within the state defined timeframe.	M	Yes	Standard	Contractors complies. Contractors monitors each Dispenser data submissions and notifies the Dispenser of any submission failures. Contractors provides a report to OPLC/PDMP containing Dispenser errors.
B1.16	The data submitted by the Dispensers must be validated to confirm that the data submitted meets the accuracy and completeness thresholds established by the OPLC/PDMP. The process must confirm that all required fields are included and must validate that the data is valid based on industry best-practice. For example, the dispense date must be greater than the date of birth of the Patient but less than or equal to the current date.	M	Yes	Standard	Contractors complies. Contractors' PMP Clearinghouse data submission application allows for validation configurations.
B1.17	DEA number is included in each record from the Dispenser and during the data upload process the application needs to populate Prescriber Name, Dispenser Name, Address, and Registered Schedule based on the DEA number.	M	Yes	Standard	Contractors complies. If the DEA number is included in each record from the Dispenser, the application will populate Prescriber Name, Dispenser Name, Address, and Registered Schedule based on the DEA number. If the DEA number is not present in the data submission, the record is rejected and an error is sent to the data submitter.
B1.18	The application must identify and differentiate Institutional DEA Numbers from individual Prescribers.	D	Yes	Custom	Contractors can perform custom development to meet request. Contractors would need to enhance the system to read a 4-digit suffix code and a result.
B1.19	NDC number is included in each record from the Dispenser and during the data upload process the system must populate Drug Name, Strength, controlled substance schedule and dosage form based on the NDC number.	M	Yes	Standard	Contractors complies. The system will populate Drug Name, Strength, controlled substance schedule and dosage form based on the NDC number.
B1.20	An automated process needs to compare information in the database with NDC number updates and update the various fields with new/revised information based on the NDC updates.	M	No	Future	Contractors will offer a report that identifies records that would be updated if a NDC required modification.
B1.21	The vendor must provide a NDC data base ( e.g. FIRST DATA BANK ® ) and a list of DEA numbers from Drug Enforcement Agency.	M	Yes	Standard	Contractors complies. Contractors provides a NDC data base and a list of DEA numbers from Drug Enforcement Agency.
B1.22	The system must not contain or display drugs that are not scheduled federally or by the State of New Hampshire, with the exception of New Hampshire-identified drugs of concern.	M	Yes	Standard	Contractors complies. The system contains or display drugs that are not scheduled federally or by the State of New Hampshire, with the exception of New Hampshire-identified drugs of concern.
B1.23	The system shall provide the ability for configuration of data cleansing and validation based on the needs of the State	M	Yes	Standard	Contractors complies. The system provides the ability for configuration of data cleansing and validation based on the needs of the State
B1.24	The system must maintain a record and audit trail of all system queries. Capturing the following information but not limited to: (1) The identity and location of each person who requests or receives information from the system (Facility Name if from HCE or IP address if from a website). (2) The information provided to each person who requests or receives information from the system. (3) The date and time the information is requested and provided. (4) Reason for the request including the reason for any denied requests.	M	Yes	Standard	Contractors complies. The system must maintain a record and audit trail of all system queries.

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B1.25	The system must provide an approach that will deliver a data extract to the State and/or State partners as designated by the State on an agreed upon time interval.	M	Yes	Standard	Contractors complies. The system provides an approach that will deliver a data extract to the State and/or State partners.
<b>B2 Data Deletion and Back-Up Restoration</b>					
B2.1	The system shall provide the ability for configuration of data cleansing and validation based on the needs of the State	M	Yes	Standard	Contractors complies.
B2.2	All records relating to any individual prescribed a controlled substance (schedule II, III or IV) must be retained for 36 months from the date it was dispensed to the individual. At thirty six (36) months and one (1) day, all records older than 36 months must be deleted. Moving forward, the most current 36 months of data must be retained in the application using the same deletion criteria.	M	Yes	Standard	Contractors complies.
B2.3	If Back-Up Tapes need to be used to restore data; the record deletions as defined in Requirements B2.3 must be performed prior to making the data available to users.	M	Yes	Standard	Contractors complies. No use of backup tapes; Data is backed up using disk-disk and block-block replication to alternate locations for proper recovery.
<b>B3 Reports &amp; Forms</b>					
B3.1	<p>The application must provide six (6) categories of reports/queries capabilities as follows:</p> <ul style="list-style-type: none"> <li>* Audit Reports/Look Ups to include but not limited to: Dispenser compliance with transmission of dispensed data on a weekly basis. Dispenser's non-compliance with transmission of dispensed data on a weekly basis; Registration of Prescribers and Dispensers.</li> <li>* Threshold Reports/Look Ups to include but not limited to: Number of prescriptions dispensed, number of Prescribers used, and number of pharmacies used in a designated time period. The criteria may be added to or changed over time. A report function for this activity is required and must allow for parameters to be changed.</li> <li>* Provider Report/Look Ups to include to include but not limited to: All patients and demographics: name, birthdate, address, all drug(s) names, strength, quantity, refill status, all prescription(s) dispensed by date, pharmacy name(s) and addresses, range of start and stop dates for filled prescriptions; provider(s) name and address.</li> <li>* Pharmacist Report/Look Ups to include but not limited to: Patient demographics as above, drug(s) dispensed to date; prescription(s) written and date, drug strength, quantity, refill status, and provider demographics as above.</li> <li>* Patient Report/Look Ups to include but not limited to: Patient demographics, drug(s) name, strength, quantity, date prescribed and dispensed and refill status.</li> <li>* Law Enforcement Report/Look Ups to include but not limited to: Report will be a query template based on what is requested and approved for release.</li> </ul>	M	Yes	Standard	Contractors complies. Contractors Health utilized Tableau as its primary data analysis tool. Tableau is recognized as an industry leader in the data analytics and visualization sector. Pharmacy compliance is through Tableau. Threshold Reports and Provider Reports are both contained with AWARDx

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83.2	<p>Canned Reports that allow Users, with the appropriate rights based on their security role to select report criteria as following:</p> <ul style="list-style-type: none"> <li>* Prescriptions prescribed to an individual by drug type by time period;</li> <li>* Prescriptions dispensed to an individual by drug type by location by time period;</li> <li>* Prescriptions dispensed by drug type by time period (summary);</li> <li>* Prescription trends by location (see above) by time period (summary);</li> <li>* Queries executed by date by time by individual;</li> <li>* Listing of authorized logins, name, entity, access history, and login expiration;</li> <li>* Individuals visiting a multiple prescribers and multiple pharmacies based on a defined threshold in a given (defined) period;</li> <li>* Prescriptions prescribed by a selected Prescriber by date. Must allow the State the ability to put in the date range desired;</li> <li>* High risk indicators: dangerous drug combinations (e.g. benzos and opioids); multiple prescribers/pharmacies; and high MME;</li> <li>* The application must provide the ability for the User to select various geographic areas (town, County, Region, etc....) with canned, ad-hoc, and customized reports.</li> </ul>	M	Yes	Standard	Contractors complies. Contractors Health utilized Tableau as its primary data analysis tool. Tableau is recognized as an industry leader in the data analytics and visualization sector. Pharmacy compliance is through Tableau. Some reports listed are available in PMP AWARxE and/or Tableau.
83.3	Application must have a user-friendly query tool	M	Yes	Standard	Contractors complies. PMP AWARxE is a user-friendly query tool.
83.4	Users with the appropriate rights/privileges must have the ability to execute queries against the database.	M	Yes	Standard	Contractors complies. Users with the appropriate rights/privileges have the ability to execute queries against the database.
83.5	Users with the appropriate rights/privileges must have the ability to execute standard reports, to execute ad hoc queries, and to create custom reports.	M	Yes	Standard	Contractors complies. Users with the appropriate rights/privileges have the ability to execute standard reports, to execute ad hoc queries, and to create custom reports.
83.6	System is able to export all reports into Excel without requiring further modification of formatting, labeling, or manual manipulation in Excel.	M	Yes	Standard	Contractors complies. The system is able to export all reports into Excel without requiring further modification of formatting, labeling, or manual manipulation in Excel.
83.7	The Vendor shall understand, accept, and acknowledge that the data collected, maintained and used within the OPLC/PDMP system is owned by the State of New Hampshire. The Vendor shall allow access to all data and elements in a simple manner as well as raw data extracts.	M	Yes	Standard	Contractors complies. Contractors understands, accepts, and acknowledges that the data collected, maintained and used within the OPLC/PDMP system is owned by the State of New Hampshire. Contractors will allow access to all data and elements in a simple manner as well as raw data extracts.
83.8	The application must integrate with MS Word (version 2010 or higher) and have the ability to generate up to 20 template documents/letters that can be emailed directly to Dispensers.	M	Yes	Standard	Contractors complies. Templates live within the application to allow for distribution to Dispensers.
<b>84 Database Search and Query Features</b>					
84.1	The application must have fuzzy logic, soundex and wild cards search capabilities. Search results can be printed:	M	Yes	Standard	Contractors complies. The application has fuzzy logic, soundex and wild cards search capabilities and search results can be printed.

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B4.2	The application must allow the user to do full-text searches	M	Yes	Standard	Contractors provides partial and full search based on First Name, Last Name, DOB. Additional fields such as SSN, Driver's License #, phone number, and fill date are also available. Contractors will work with the state to define full text search requirements. The State should consider the relevance to patient matching when determining scope of the search indexing and amount of "false positives" that may be produced in search results when contemplating full text search options.
B4.3	The application must allow users to drill down on the results of patient searches to see pharmacy used, Prescriber, prescriptions dispensed by date, drug name, strength, and quantity	M	Yes	Standard	Contractors complies. The application allows users to drill down on the results of patient searches to see pharmacy used, Prescriber, prescriptions dispensed by date, drug name, strength, and quantity
B4.4	The application must distinguish query capabilities based on user roles.	M	Yes	Standard	Contractors complies. The application distinguishes query capabilities based on user roles.
B4.5	All queries must be logged, tracking user and the fields queried	M	Yes	Standard	Contractors complies. All queries are logged, tracking the user, and the fields queried.
B4.6	The user must have the option to print query results	M	Yes	Standard	Contractors complies. The user has the option to print query results.
B4.7	The application must allow authorized OPLC/PDMP Administrators/ staff to search, correlate, query, and match records on all variables contained in the record in order to discover instances in which the records of a single patient are misidentified as being the records of two or more patients.	M	Yes	Standard	Contractors complies. The application allows authorized OPLC/PDMP Administrators/ staff to search, correlate, query, and match records on all variables contained in the record in order to discover instances in which the records of a single patient are misidentified as being the records of two or more patients.
B4.8	The application must allow authorized Investigative users to submit a request, with applicable documentation, securely for data (e.g. patient record, prescriber history, dispensation history).	M	Yes	Standard	Contractors complies. The application allows authorized Investigative users to submit a request, with applicable documentation securely for data.
B4.9	Data that has passed the checks for accuracy and completeness shall be accessible to users as soon as possible after submission.	M	Yes	Standard	Contractors complies. Data that has passed the checks for accuracy and completeness is accessible to users as soon as possible after submission.
B4.10	The system must provide the ability for a prescriber to include the information obtained from the system in the patient's medical record that includes both the ability to print and scan into the record and/or through electronic health system integration.	M	Yes	Standard	Contractors complies. The system provides the ability for a prescriber to include the information obtained from the system in the patient's medical record.
B4.11	The system must alert prescribers and dispensers in identifying at-risk individuals when their patients meet certain risk criteria for the purpose of making educated health care decisions and/or referrals to screening or treatment services by directly tagging the patient chart when they have met/exceeded any at-risk thresholds (e.g. high MME; concurrent opioid/benzodiazepine Rx; and multi prescriber/pharmacy).	M	Yes	Standard	Contractors complies. With Contractors' NarxCare prescribers and dispensers are alerted to help identifying at-risk individuals when their patients meet certain risk criteria for the purpose of making educated health care decisions and/or referrals to screening or treatment services by directly tagging the patient chart when they have met/exceeded any at-risk thresholds.
B4.12	The system must allow a prescriber to query the system to view their current and perspective patient's controlled substance data as well as their prescribing history.	M	Yes	Standard	Contractors complies. The system allows a prescriber to query the system to view their current and perspective patient's controlled substance data as well as their prescribing history.
B4.13	The system must allow dispensers the ability to query the system for a current patient to whom the dispenser is dispensing or considering dispensing any controlled substance.	M	Yes	Standard	Contractors complies. The system allows dispensers the ability to query the system for a current patient to whom the dispenser is dispensing or considering dispensing any controlled substance.
B4.14	The system must provide the ability to generate a prescription history report to be provided to a patient and a report of who has queried the system for a patient's prescription history. The reports must be printable and able to be electronically distributed.	M	Yes	Standard	Contractors complies. Contractors provides the tools for the State to generate the information and State can determine the method of distribution.
<b>B5 Interoperability/Integration</b>					

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B5.1	The Vendor shall permit the OPLC/PDMP, without restrictions, to securely integrate the OPLC/PDMP system with EHRs, pharmacy management systems and any other parties using RxCheck, PMP Gateway, or the system API.	M	Yes	Standard	Contractors complies. Contractors will not restrict secure integration to the NH PDMP. The State should consider that an integration with the NH PDMP directly may not allow for multi-state searches. Integrations connecting through an approved hub must adhere to rules of hub(s) for multi-state data and state specific rules regarding data use. Additional costs may apply.
B5.2	The Vendor shall provide technologically to facilitate the interoperability of the system, without restriction, with other states' prescription drug monitoring systems and electronic health information exchange systems.	M	Yes	Standard	Contractors will comply subject to further clarification because this requirement may create potential Federal data privacy risk. Cost will be subject to further discussion with the State of New Hampshire.
<b>B6 Miscellaneous Features</b>					
B6.1	The application must have the ability to recognize slightly different but similar Patient records to avoid duplicate data entry/records and allow the Administrator's the ability to review/merge/delete/accept records that fall into this category.	M	Yes	Standard	Contractors complies. The application has the ability to recognize slightly different but similar Patient records to avoid duplicate data entry/records. Administrators have the ability to review/merge/delete/accept records that fall into this category.
B6.2	The application must allow system Administrators the ability to search, correlate, query and match records on all variables contained in a record in order to discover instances in which the records of a single patient are misidentified as being the records of two or more patients.	M	Yes	Standard	Contractors complies. The application allows system Administrators the ability to search, correlate, query and match records on variables contained in a record.

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86.3	Users must have the ability to self-register and reset their passwords through the application	M	Yes	Standard	Contractors complies. Users have the ability to self-register and reset their passwords through the application.
86.4	The application must have the ability for registrants to select a main licensing role (e.g. MD, APRN, PA, DMD etc..) as well as sufficient sub-specialty roles per licensing role. The sub-specialty roles (e.g. second or third tier) must be available, as appropriate, for each role so that licensees can be assessed and compared respectfully against their appropriate peers.	M	Yes	Standard	Contractors complies. The application must have the ability for registrants to select a main licensing role and specialty roles.
86.5	PMP Administrators must have the ability to post announcements on the home page of the application so Users see them when they log in.	M	Yes	Standard	Contractors complies. PMP Administrators have the ability to post announcements on the home page of the application so Users see them when they log in.
86.6	The application must allow links to web sites/pages to be inserted on appropriate pages/locations.	D	Yes	Standard	Contractors complies. The application allows links to web sites/pages to be inserted on appropriate pages/locations.
86.7	PMP Administrators must have the ability to modify data in the database. For example, Demographic information.	M	Yes	Standard	Contractors complies. PMP Administrators have the ability to modify data in the database. For example, Demographic information.
86.8	Dispensers must have the ability to correct data when they determine that incorrect data was submitted via the weekly transfer etc...	M	Yes	Standard	Contractors complies. Dispensers have the ability to correct data when they determine that incorrect data was submitted.
86.9	Must have the ability to upload Licensed drug prescriber and Dispenser details from the States' existing licensing applications	M	Yes	Standard	Contractors delivers this feature today within states that have the ability to implement the integration web service. Contractors will work with the state's third party licensing vendor to perform the development needed to meet the requirement. If/when the state implements a web service, Contractors will code to the specifications put forth by the state to accomplish this requirement.
86.10	Vendors must have experience providing Prescription Drug Management software solutions. The vendor must be capable of creating and executing a project implementation plan including installation, configuration, training, and post installation support including measures to test and verify successful deployment.	M	Yes	Standard	Contractors complies. Contractors has vast experience providing Prescription Drug Management software solutions and is capable of creating and executing a project implementation plan including installation, configuration, training, and post installation support including measures to test and verify successful deployment.
86.11	OPLC/PDMP administrators must have the ability to monitor high risk mandates that include but are limited to: opioids for acute pain; opioids for chronic pain; high NME, concurrently prescribed opioid and benzodiazepine and multi provider and pharmacies.	M	No	Future	With the deployment of ASAP 4.2b in 2021 which provides the data elements for capturing opioids for acute pain vs. opioids for chronic pain, OPLC/PDMP administrators will have the ability to collect the data needed to monitor these additional high risk mandates.

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<b>HARDWARE REQUIREMENTS VENDOR RESPONSE CHECKLIST</b>					
<b>State Requirements</b>			<b>Vendor</b>		
<b>Req #</b>	<b>Requirement Description</b>	<b>M- MANDAT ORY D=DESIR ED</b>	<b>Vendor Resp.</b>	<b>Delivery Method</b>	<b>Comments</b>
<b>EI Equipment</b>					
E1.1	Vendor must to identify all equipment required to support the proposed solution	M	Yes	Standard	Contractors complies.
E1.2	Vendor shall identify all 3rd party tools required to support the proposed solution and indicate if licensing costs are included in the pricing	M	Yes	Standard	Contractors complies.

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HOSTING-CLOUD REHosting Cloud REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	M- MANDATO RY D=DESI RE D	Vendor Resp.	Delivery Method	Comments
<b>III Operations</b>					
H1.1	System must be hosted by the Vendor	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Contractors complies.
H1.3	State access will be via VPN or Internet Browser	M	Yes	Standard	Contractors complies.
H1.4	At the State's option, authorized third parties may be given limited access by the Vendor to certain levels of the State's system through the VPN or through a separate network connection that meets the Vendor's specifications.	M	Yes	Standard	Contractors complies.
H1.5	The State will be responsible for equipment, labor, and/or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Yes	Standard	Contractors complies.
H1.6	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and/or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Yes	Standard	Contractors complies.
H1.7	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup services.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.8	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.9	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.10	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.11	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at full load for a period not less than 114 days of operation.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.12	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.13	Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.14	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	Hosted and managed at Amazon Web Services in multiple Availability Zones
H1.15	Vendor must monitor the application and all servers.	M	Yes	Standard	Leverage multiple software monitoring solutions
H1.16	Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Yes	Standard	Contractors complies.

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H1.17	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	Critical vulnerabilities will be addressed and tested within 7 days. Barring any unintended side effects with system functionality, the patch will be in production within 10 days. High vulnerabilities will be resolved within 30 days. Medium and low vulnerabilities will be resolved quarterly.
H1.18	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	Contractors complies.
H1.19	Vendor shall manage the sharing of data resources.	M	Yes	Standard	Contractors complies.
H1.20	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	Contractors complies.
H1.21	The Vendor shall monitor physical hardware.	M	Yes	Standard	AWS Shared Responsibility model.
H1.22	The Vendor shall report any breach in security to the PMP Program Manager within 2 hrs of time that the vendor learns of occurrence.	M	Yes	Standard	Contractors will report any breach in security to the PMP Program Manager within 2 hrs of time that the vendor learns of occurrence.
<b>H2 Disaster Recovery</b>					
H2.1	Vendor shall conform to adequate disaster recovery procedures as defined by the State of New Hampshire.	M	Yes	Standard	Contractors Health defines and validates yearly a detailed disaster recovery policy and plan that aligns with cloud architecture best practice and industry best practice.
H2.2	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	Contractors complies.
H2.3	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	Contractors Health implements highly available and fault tolerance designs based on cloud architecture best practice that includes a defined cross region disaster recovery policy based on automation and infrastructure as code.
H2.4	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	All volumes and persistence solutions in the Contractors Health ecosystem are distributed and highly available. In addition automated processes are in place to ensure recoverable snapshots are taken to meet RTO and RPO requirements.
H2.5	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or system failure.	M	Yes	Standard	Contractors Health leverages AWS Technologies
H2.6	Scheduled backups of all servers must be completed regularly. At a minimum, Bluehost servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Yes	Standard	All volumes and persistence solutions at Contractors Health run automated processes to ensure snapshots are taken on a scheduled basis daily and stored in a distributed data store.
H2.7	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Contractors complies.
H2.8	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard	Contractors Health backups are stored in AWS S3 distributed across a minimal of three availability zones (data center locations).

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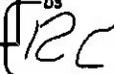
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H2.9	If State data is personally identifiable, data must be encrypted in the operation environment and on back up tapes.	M	Yes	Standard	Contractors Health supports TLS 1.2 transport encryption, requires SSL for all internal communication and automates and audits AES256 encryption at rest across all storage.
H2.10	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	Contractors Health clearing house intake and audit process support RPO. Database infrastructure also supports near realtime replication to replica instances.
<b>H3 Network Architecture</b>					
H3.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Yes	Standard	Contractors complies.
H3.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Yes	Standard	Contractors complies.
H3.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Yes	Standard	Contractors complies.
H3.4	The Vendor' network architecture must include redundancy of routers and switches in the Data Center.	M	Yes	Standard	Contractors complies.
H3.5	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	Standard	Contractors complies.
<b>H4 Hosting Security</b>					
H4.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	Contractors complies.
H4.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	Contractors complies.
H4.3	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, shall have aggressive intrusion-detection and firewall protection.	M	Yes	Standard	Contractors complies.
H4.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the system architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	Contractors complies.
H4.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Yes	Standard	Contractors complies.
H4.6	The Vendor shall notify the Executive Director of the NH Office of Professional Licensure and Certification of any security breaches within 2 hrs of time vendor learns of occurrence.	M	Yes	Standard	Contractors Health will notify the Executive Director of the NH Office of Professional Licensure of any security breaches within 2 hours of time we learn of any occurrence(s).
H4.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Yes	Standard	Contractors complies.

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H4.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	Yes	Standard	Contractors complies.
H4.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor's hosting infrastructure and/or the application upon request.	M	Yes	Standard	Contractors complies.
H4.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Yes	Standard	Contractors complies.
<b>113. Service Level Agreement</b>					
H5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Contractors complies.
H5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Contractors complies.
H5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Contractors complies.
H5.4	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 thru Friday EST;	M	Yes	Standard	Contractors Health's call center is equipped to handle all support calls from 8:30AM - 5:00PM Eastern Standard Time, Monday through Friday.
H5.5	The Vendor response time for support shall conform to the specific deficiency class as described below: <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	M	Yes	Standard	Contractors complies.
H5.6	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following: <ul style="list-style-type: none"> <li>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 seven (7) 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;</li> <li>b. Class B &amp; 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.</li> </ul>	M	Yes	Standard	Contractors complies.
H5.7	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Contractors complies.
H5.8	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Contractors complies.
H5.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Contractors complies.

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	The Vendor shall have a method to roll back system changes should an error be found by the State and to make appropriate corrections.	M	Yes	Standard	Contractors complies.
HS.10	The Vendor response time for support shall conform to the specific deficiency class as described in HS.5 and HS.6	M	Yes	Standard	Contractors complies.
HS.11	The Vendor will give five-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Contractors complies.
HS.12	The Vendor shall guarantee 99.9% uptime, exclusive of the regularly scheduled maintenance window	M	Yes	Standard	Contractors complies.
HS.13	If The Vendor is unable to meet the 99.9% uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard	Contractors complies.
HS.14	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	Contractors complies.
HS.15	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Contractors complies.
HS.16	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 thirty (30) days of release by their respective manufacturers.	M	Yes	Standard	Critical vulnerabilities will be addressed and tested within 7 days. Barring any unintended side effects with system functionality, the patch will be in production within 10 days. High vulnerabilities will be resolved within 30 days. Medium and low vulnerabilities will be resolved quarterly.
HS.17	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Contractors complies.
HS.18	The Vendor shall provide the State with a personal secure FTP site to be used the State for uploading and downloading files.	M	Yes	Standard	HTTPS File Transfers are available within the Contractors PMP AWARE portal

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PROGRAM MANAGEMENT / VENDOR RESPONSE CHECKLIST					
Main Requirements			Vendor		
Req #	Requirement Description	MANDATORY (Y/N)	Vendor Resp.	Delivery Method	Comments
<b>IT Program Management</b>					
PL1	Vendor shall participate in an initial fact-finding meeting to establish the Program.	Y	No	Standard	Contractor complete.
PL2	Vendor shall provide Program Staff as specified in the SOW.	Y	No	Standard	Contractor complete.
PL3	Vendor shall submit a detailed Work Plan within 15 business days after Contract award and approval by Director and Council. The Work Plan shall include, without limitation, a detailed description of the schedule, tasks, deliverables, critical events, task dependencies, and approval schedule. The plan shall be updated no less than every two weeks.	Y	No	Standard	Contractor complete.
PL4	Vendor shall provide detailed bi-weekly status reports on the progress of the work plan, which will include updates required per SOW.	Y	No	Standard	Contractor complete.
PL5	All user, technical, and system documentation as well as Program schedule, plans, status reports, and correspondence must be maintained in work plan documentation system, in a searchable PDF format.	Y	No	Standard	Contractor complete.
PL6	Vendor shall submit/prepare any new program requests.	Y	No	Standard	Contractor complete.

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SUPPORT & MAINTENANCE REQUIREMENTS VENDOR RESPONSE CHECKLIST					
State Requirements				Vendor	
Req #	Requirement Description	M-MANDATORY D-DENIED	Vendor Resp.	Delivery Method	Comments
<i>S1 Support &amp; Maintenance Requirements</i>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Contractors complies.
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Contractors complies.
S1.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Contractors complies.
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 thru Friday EST;	M	Yes	Standard	Contractors complies.
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described in H-5.5 and 5.6	M	Yes	Standard	Contractors complies.
S1.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Contractors complies.
S1.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	Contractors complies.

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S1.8	The Vendor shall maintain a record of the activities related to warranty repair or maintenance activities performed for the State.	M	Yes	Standard	The Contractors Engineering team leverages the SDLC (Software Development Lifecycle) to provide continuous improvements to features and functionality within our applications. All bug fixes, features, enhancements, and improved functionality is tracked in an industry standard tool called JIRA. Each application and/or platform release has a change ticket (created in ServiceNow) and ties back to JIRA to track which features relate to what releases. JIRA is a tool allowing reporting if needed, specific features requested by NH could be pulled out and shared.
S1.9	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	Standard	Contractors complies.
S1.10	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Yes	Standard	The Contractors Engineering team prides ourselves on having applications with high availability and meeting customer SLA's (service level agreements). In the unfortunate event there is an outage and/or missed SLA, Contractors can create an RCA (Root Cause Analysis). The intent of the RCA is to share the who, what, when, where, why, and share the long term prevention method and expected implementation date of permanent closure so the incident does not occur again.
<b>S2 Warranty Services</b>					
S2.1	Maintain the System Software in accordance with the Specifications and Terms of the Contract.	M	Yes	Standard	Contractors complies.
S2.2	Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms and requirements of the Contract.	M	Yes	Standard	Contractors complies.
S2.3	(VENDOR) shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity.	M	Yes	Standard	Contractors complies.
S2.4	On-site additional Services within four (4) business hours of a request.	M	Yes	Standard	Contractors complies.
S2.5	Maintain a record of the activities related to warranty repair or maintenance activities performed for the State	M	Yes	Standard	The Contractors Engineering team leverages the SDLC (Software Development Lifecycle) to provide continuous improvements to features and functionality within our applications. All bug fixes, features, enhancements, and improved functionality is tracked in an industry standard tool called JIRA. Each application and/or platform release has a change ticket (created in ServiceNow) and ties back to JIRA to track which features relate to what releases. JIRA is a tool allowing reporting if needed, specific features requested by NH could be pulled out and shared.

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S2.6	For all Warranty Service calls, <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	Standard	Contractors complies.
S2.7	The Vendor must work with the State to identify and troubleshoot potentially large-scale Software 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	Standard	Contractors complies.
S2.8	All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than 5 business days, unless specifically extended in writing by the State, and at no additional cost to the State.	M	Yes	Standard	Contractors complies. Once a deficiency is found, Contractors will acknowledge the deficiency and provide next steps within 5 days. If the item found is not a critical deficiency (as in show stopper which is preventing user from using the application) the Contractors team will provide a remedy within 30 days. 30 days is the necessary amount of time needed to allow all critical Contractors teams (development, QA, and UAT) to properly test the solution, this includes regression testing to ensure no additional functionality has been negatively impacted due to the deficiency fix. If the deficiency is found to be a show stopper, then Contractors will take the item with extreme urgency and quickly develop a "Hot Fix," typically hot fixes are deployed within 2 - 4 days of a found issue and are deployed during work week evening hours to quickly ease the pain experienced by the reporting party.

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FEDERAL ACQUISITION RESPONSE CHECKLIST					
Req #	Requirement Description	N/A (NO/YES) RESPONSE	Vendor Req	Delivery Method	Comments
<b>11. System Security</b>					
TS.1	All components of the software shall be reviewed and tested to ensure they protect the data and are not in violation of the policy.	NO	NO	Standard	See system examples
TS.2	The vendor shall be responsible for security testing, or component tests shall occur as the software, administrative and physical security controls that are tested. The vendor shall be responsible for ensuring the security of the software, hardware, and network.	NO	NO	Standard	See system examples
TS.3	Test for authentication and authorization supports identifying information about users, devices, and systems to log into a system or application for security purposes and the retention of logs.	NO	NO	Standard	See system examples
TS.4	Test for system backup, supports the development of procedures for logging into a computer or network.	NO	NO	Standard	Added to the Distribution Health support request. Authentication, backup and authorization and procedures to ensure software is provided that support access control mechanisms for the program.
TS.5	Test for encryption, supports the encoding of data for security purposes.	NO	NO	Standard	See system examples
TS.6	Test the software features, supports the detection of major security risk or computer system.	NO	NO	Standard	See system examples
TS.7	Test the hardware features, supports the performance of software to meet a computer system, application or network.	NO	NO	Standard	See system examples
TS.8	Test the digital signatures, processes the creation of a file.	NO	NO	Standard	See system examples
TS.9	Test the user management features, supports the management of accounts, applications and network resources within an organization.	NO	NO	Standard	See system examples
TS.10	Test helpdesk management, supports the process of defining a user or group of users of a computer, application or network.	NO	NO	Standard	See system examples
TS.11	Test audit trail features and features, supports the identification and recording of activities within an application or system.	NO	NO	Standard	Customer Health support team and OIG identified a concern and will address in the upcoming meeting related to this, API access and error rates.
TS.12	Test the system features, supports the identification, assessment, and evaluation of the system's security posture.	NO	NO	Standard	Customer Health will monitor security of request on identified and published for greater security requirements and their system information in distribution.
TS.13	After the system being tested was installed, the vendor shall provide details of all activity relating to the development of information technology for review and acceptance.	NO	NO	Standard	See system examples
<b>12. Standard Policy</b>					
TS.1	The vendor must perform application testing using an industry standard and have approved testing procedures.	NO	NO	Standard	See system examples
TS.2	The vendor must perform application stress testing and testing.	NO	NO	Standard	See system examples
<b>13. Training</b>					
TS.1	The vendor must create written manuals and a series of manuals for Operations, Administration, Migration, and other phases of use of the software.	NO	NO	Standard	See system examples
TS.2	The vendor must create written manuals using a template that includes for all phases and all components of the software.	NO	NO	Standard	See system examples
TS.3	The vendor must create written manuals including a summary of the software for all components of the software.	NO	NO	Standard	See system examples
TS.4	The vendor must create written manuals including a summary of the software for all components of the software.	NO	NO	Standard	See system examples
TS.5	The vendor must create written manuals including a summary of the software for all components of the software.	NO	NO	Standard	See system examples
TS.6	The vendor must create written manuals including a summary of the software for all components of the software.	NO	NO	Standard	See system examples
TS.7	The application must address the following: - Installation, Setup, and System Data.	NO	NO	Standard	See system examples
TS.8	The vendor must provide a training program up to 100 and more hours for the program.	NO	NO	Standard	See system examples

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Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
  - 1.4. Notifying the employee in the statement required by subparagraph 1.1 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

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Agency Compliance Documents - Attachments 2  
New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

12/23/2021

Date

DocuSigned by:  
  
78A15C230E784D8

Name: Robert Cohen

Title: President, Apriss Inc.

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Agency Compliance Documents - Attachments 2  
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Exhibit E



**CERTIFICATION REGARDING LOBBYING**

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

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

- Programs (indicate applicable program covered):
- \*Temporary Assistance to Needy Families under Title IV-A
  - \*Child Support Enforcement Program under Title IV-D
  - \*Social Services Block Grant Program under Title XX
  - \*Medicaid Program under Title XIX
  - \*Community Services Block Grant under Title VI
  - \*Child Care Development Block Grant under Title IV

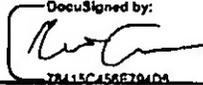
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Vendor Name:

12/23/2021  
Date

DocuSigned by:  
  
 7715C458E794D4  
 Name: Robert Cohen  
 Title: President, Appriss Inc.

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Exhibit F



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

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Agency Compliance Documents - Attachments 2  
New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/23/2021  
Date

DocuSigned by: [Signature]  
Name: Robert Cohen

Title: President, Appriss Inc.

DS  
[Signature]

Agency Compliance Documents - Attachments 2  
New Hampshire Department of Health and Human Services  
Exhibit G



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

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

12/23/2021

Agency Compliance Documents - Attachments 2  
New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

- 1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/23/2021

Date

DocuSigned by:

Name: Robert Cohen

Title:

President, Appriss Inc.

Exhibit G

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RC

Contractor Initials

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

12/23/2021

Date

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New Hampshire Department of Health and Human Services  
Exhibit H



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/23/2021  
Date

DocuSigned by:

78450459C7A406  
Name: Robert Cohen  
Title:

President, Appriss Inc.



**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. The Contractor further agrees to be bound by all requirements of 42 CFR Part 2, as applicable, when dealing with any identifiable patient information or PHI, the subject of this Business Associate Agreement. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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

*[Handwritten initials]*

New Hampshire Department of Health and Human Services



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

**Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies. Notwithstanding the foregoing, in any judicial proceeding, the Business Associate shall resist any effort to obtain any PHI also protected by 42 CFR Part 2 as required.

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

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

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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

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Contractor Initials

PHI  
JPC

12/23/2021

Date

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pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Agency Compliance Documents - Attachments 2  
New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

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

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initials

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12/23/2021

Date

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Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

NH DHHS

Robert Cohen

\_\_\_\_\_  
 The State  
 DocuSigned by:  
 Patricia M. Tilley  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Patricia M. Tilley  
 \_\_\_\_\_  
 Name of Authorized Representative  
 Director  
 \_\_\_\_\_  
 Title of Authorized Representative  
 12/23/2021  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of the Contractor  
 DocuSigned by:  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 Robert Cohen  
 \_\_\_\_\_  
 Name of Authorized Representative  
 President, Apriss Inc.  
 \_\_\_\_\_  
 Title of Authorized Representative  
 12/23/2021  
 \_\_\_\_\_  
 Date

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Exhibit J



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

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

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

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

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

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

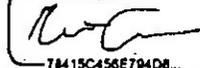
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: 

12/23/2021

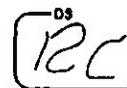
Date

DocuSigned by:



Name: Robert Cohen  
Title:

President, Appriss Inc.



Contractor Initials

Date 12/23/2021

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Exhibit J



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

- 87-944-5328
1. The DUNS number for your entity is: \_\_\_\_\_
  2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____

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Agency Compliance Documents - Attachments 2  
**New Hampshire Department of Health and Human Services**

Exhibit K

**DHHS Information Security Requirements**



**A. Definitions**

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

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

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

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

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**Exhibit K**

**DHHS Information Security Requirements**



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

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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**DHHS Information Security Requirements**



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

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

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

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

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Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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**Exhibit K**

**DHHS Information Security Requirements**



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

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

**VI. PERSONS TO CONTACT**

**A. DHHS Privacy Officer:**

DHHSPrivacyOfficer@dhhs.nh.gov

**B. DHHS Security Officer:**

DHHSInformationSecurityOffice@dhhs.nh.gov