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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
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Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 29, 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** contract with InductiveHealth Informatics LLC (VC #362367), Atlanta, GA, in the amount of \$280,956 to support and further develop the Electronic Surveillance System for Early Notification of Community-Based Epidemics, with the option to renew for up to three (3) additional years, effective June 1, 2024, upon Governor and Council approval, through May 31, 2027. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2024 and 2025, and are anticipated to be available in State Fiscal Years 2026 and 2027, 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.

05-95-90-903010-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2024	102-500731	Contracts for Program Services	90183538	\$50,625
2025	102-500731	Contracts for Program Services	90183538	\$20,585
			<i>Subtotal</i>	\$71,210

05-95-90-903010-2699 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, EPI & LAB CAPACITY BP4-ARPA 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Program Services	90183561	\$50,713
2026	102-500731	Contracts for Program Services	90183561	\$6,787
			<i>Subtotal</i>	\$57,500

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-90-903010-2180 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, DATA MODERNIZATION 100% FEDERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Services	90183574	\$69,854
2027	102-500731	Contracts for Program Services	90183574	\$82,392
			<i>Subtotal</i>	\$152,246
			Total	\$280,956

EXPLANATION

This request is **Sole Source** because the Contractor is the only vendor authorized to provide the necessary services. The former Contractor, Johns Hopkins University Applied Physics Laboratory (JHUAPL), implemented a New Hampshire-specific instance of the Electronic Surveillance System for Early Notification of Community-Based Epidemics (ESSENCE). JHUAPL no longer maintains these state-specific instances, including the system created for New Hampshire. JHUAPL, however, has granted the Contractor exclusive rights to implement, maintain, and sustain state instances of ESSENCE allowing the Department to maintain continuity and implement ongoing updates to the New Hampshire ESSENCE system.

The purpose of this request is to sustain and enhance ESSENCE, which allows the Department to monitor hospital emergency department data in real-time to detect events of public health importance, such as cases and outbreaks of infectious disease, potential release of bioterrorism agents, and other impacts. The data is received securely, and no patient-level data is stored in the system. ESSENCE includes robust analysis, alerting, and reporting tools that increase the Department's ability to quickly detect events of interest and communicate those events to response partners across other State agencies, such as the Department of Safety.

The Contractor supports ESSENCE, which is used by more than 25 jurisdictions at local, state, regional, and national levels. By partnering with the Contractor to maintain and further develop this widely used system, the State will also benefit from improvements made to the system by other states at no cost.

The Department will monitor services to ensure:

- ESSENCE continues to meet the needs of the Department, including data security and privacy requirements;
- The Contractor is responsive to the Department's requests for changes and/or enhancements by the approved timeframes.
- The Contractor is providing the required reports and services in accordance with the attached agreement and work plan.

As referenced in Exhibit A, Special Provisions, of the attached agreement, 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.

His Excellency, Governor Christopher T. Sununu
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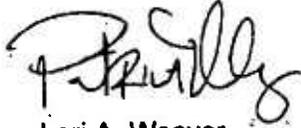
Should the Governor and Council not approve this request, the Department will lack tools needed to monitor and analyze real-time emergency department data and assess and respond to emerging events.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.323, FAIN NU50CK000522.

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

Respectfully submitted,


for 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

Denis Goulet
Commissioner

April 30, 2024

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with InductiveHealth Informatics, LLC, as described below and referenced as DoIT No. 2023-004.

The purpose of this request is to provide support for, enhance and maintain the State's Electronic Surveillance System for Early Notification of Community-Based Epidemics.

The Total Price Limitation will be \$280,956 effective upon Governor and Council approval for the period of June 1, 2024 through May 31, 2027.

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

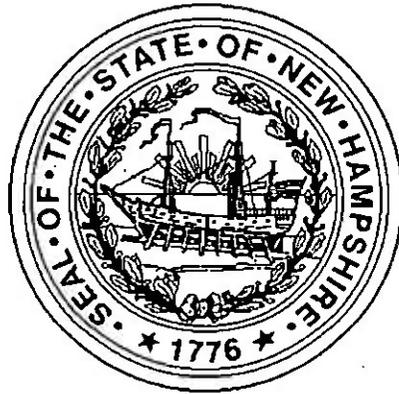
Sincerely,

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

Denis Goulet

DG/jd
DoIT #2023-004

cc: Michael Williams, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

The Department of Health and Human Services

Electronic Surveillance System for Early Notification of Community-
Based Epidemics (ESSENCE)

NH DHHS - 2023-004

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4/29/2024

STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
P37 GENERAL PROVISIONS**

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

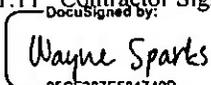
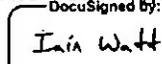
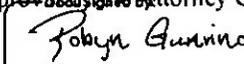
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-6505	
1.3 Contractor Name InductiveHealth Informatics LLC		1.4 Contractor Address 2870 Peachtree Road NW, #915 – 3304 Atlanta Georgia, 30305-2918	
1.5 Contractor Phone Number (714) 390-1465	1.6 Account Unit and Class TBD	1.7 Completion Date May 31, 2027	1.8 Price Limitation \$280,956
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number 1-603-271-9631	
1.11 Contractor Signature <small>DocuSigned by:</small>  25CF387E581749B...		1.12 Name and Title of Contractor Signatory wayne sparks Chief Financial Officer	
1.13 State Agency Signature <small>DocuSigned by:</small>  D778BB63F9704C7...		1.14 Name and Title of State Agency Signatory Iain watt Interim Director - DPHS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 4/30/2024 <small>748734844941480...</small>			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
P37 GENERAL PROVISIONS**

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
P37 GENERAL PROVISIONS

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
P37 GENERAL PROVISIONS

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
P37 GENERAL PROVISIONS

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be

reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

A.1 Provision 3, Effective Date/Completion of Services, is updated as follows:

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7. The Term may be extended up to Three (3) years, (“Extended Term”) at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term 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. This paragraph shall survive termination of this Agreement.

5.6. The Contractor’s liability to the State for any claims, liabilities, or expenses relating to this Agreement shall be limited to monetary damages not to exceed the Contract Price Limitation in block 1.8 of the Form P-37 General Provisions. Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, this limitation of liability shall not apply to (i) violation of Contractor’s obligations under Attachment 2 – DHHS Standard Exhibits, Exhibit I: *Business Associate Agreement*; (ii) bodily injury, death, or damage to real or tangible personal property caused by the negligence or willful misconduct of Contractor; (iii) to violation of Contractor’s obligations under Attachment 2 – DHHS Standard Exhibits, Exhibit K: *DHHS Information Security Requirements*; and (iv) Contractor’s indemnification obligations set forth in paragraph 13 of the General Provisions. This paragraph shall survive termination of this Agreement.

A.3 Provision 7. Personnel, Subsection 7.2 is deleted in its entirety and replaced with:

7.2. Reserved.

STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
Community-Based Epidemics (ESSENCE)
EXHIBIT A – SPECIAL PROVISIONS

- A.4 Provision 8. Event of Default/Remedies, Paragraph 8.1.1 is updated, to read:**
- 8.1.1.** failure to perform the Services satisfactorily or on schedule without prior agreement from the State;
- A.5 Provision 8, Event of Default/Remedies, is updated to add Paragraph 8.2.5, to read:**
- 8.2.5** give the Contractor a written notice specifying the event of Default, terminate the agreement as breached, and procure Services that are the subject of the Contract from another source.
- A.6 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 with 30 days written notice to the Contractor that the State is exercising its option to terminate the agreement. 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, The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided. The State shall not be liable for any costs for incomplete Services or for contract wind-down activities.

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 or transfer to the State any property, including without limitation, State Data and associated Documentation, and Written Deliverables, for such part of the Contract as has been terminated.

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

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

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be furnished to the State and which has been accepted or requested by the State;

- f. If applicable, work with the State to develop a Services and Data Transition Plan in accordance with Exhibit B, Statement of Work, Section 5, Contract End-of-Life Transition Services, of this Contract; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor shall, upon request by the Department, provide, for a period up to ninety (90) days after the expiration or termination, transition services requested by the State in accordance with Exhibit B, Statement of Work, Section 5, End of Life Transition Services, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. Transition services must include, but are not limited to:

- 9.2.3.1. Scheduling and attending an in-person or virtual meeting with the Department to discuss and develop a plan and timeline for the wind-down activities outlined in this section.
- 9.2.3.2. Scheduling and conducting knowledge transfer meeting(s) for up to three (3) hours in length, unless otherwise agreed upon by the Parties, to understand NH-specific issues, setup, and/or customizations.
- 9.2.3.3. Providing the State a copy of its data (see 9.2.1) in a format agreed upon by the Parties.
- 9.2.3.4. Certification that all NH data has been turned over to the State (see 9.2.2g) and deleted from Contractor servers.
- 9.2.3.5. Discontinuing access to systems.

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

A.7 Provision 10, Property Ownership/Disclosure, is updated with the following addition:

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

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

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

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- b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
 - c. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.
- 10.6 Contractor Confidential Information.** Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information, which shall be a minimum of fourteen (14) business days from the date of the notice. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.7** This covenant in paragraph 10 shall survive the termination of this Contract.
- A.8 Provision 12, Assignment/Delegation/Subcontracts, is updated, as follows:**
- 12.3** Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.
- 12.4** In the event that Contractor should change ownership for any reason whatsoever that results in a change of control of the Contractor, the State shall have the option of:

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

A.9 Provision 14. Insurance, Paragraph 14.1.2 is deleted and replaced with:

14.1.2 RESERVED.

A.10 The following Provisions are added and made part of the P37:

27. FORCE MAJEURE

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

28. EXHIBITS/ATTACHMENTS

The Exhibits and Attachments referred to in and attached to the Contract are incorporated by reference herein.

29. NON-EXCLUSIVE CONTRACT

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

30. GOVERNMENT APPROVALS

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

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31. ORDER OF PRECEDENCE

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

- i. State of New Hampshire, Department of Health and Human Services, DHHS - 2023-004 – Electronic Surveillance System for Early Notification of Community-Based Epidemics (ESSENCE) Contract
- ii. InductiveHealth Informatics LLC End User Terms and Conditions (Attachment 3)

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

The State of New Hampshire, Department of Health and Human Services, Division of Public Health Services (hereinafter "State"), and Inductive Health Informatics (herein "Contractor") hereby enter into this contract, for the provision of Software as a Service (SaaS), the New Hampshire Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) syndromic surveillance system.

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

1. STATEMENT OF WORK

1.1. The Contractor must provide Software as a Service (SaaS) for the New Hampshire Electronic Surveillance System for the Early Notification of Community-based Epidemics (ESSENCE) syndromic surveillance system, which contains data from the statewide Automated Hospital Emergency Department Data (AHEDD) system. Informational Technology (IT) aspects of the SaaS will include, but not be limited to, development, installation, testing, maintenance, hosting, and support of the system.

1.2. The Contractor must provide an electronic surveillance system platform that enables public health agencies to conduct early event detection of reportable disease and other public health risks. The platform must be designed to ingest Health Level Seven (HL7) data from hospital electronic medical record (EMR) systems and position public health agencies for future integration of multiple data sources, including HL7 data from other sources (such as Urgent Cares and Eligible Providers), mortality, climate and environmental, poison, substance use, and other important health data.

1.3. Data Location

1.3.1. The Contractor must provide its Services to the State and its End Users, as defined in Exhibit G, Attachment 2 - Exhibit K: DHHS Information Security Requirements, Section A-4, solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow its End Users, to store Confidential Data or State Data on portable devices, including personal computers, unless prior written exception is provided by the Department of Health and Human Service's Information Security Office.

1.4. Background Checks

1.4.1. The Contractor must conduct criminal background checks at its own expense, and not utilize any End Users, as defined in Exhibit G, Attachment 2 – DHHS Standard Exhibits, Exhibit K: DHHS Information Security Requirements, Section A-4, 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

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misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users.

- 1.4.2. Contractor End Users shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re-investigation of all End Users assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.
- 1.4.3. The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff.

2. BUSINESS REQUIREMENTS

- 2.1. Contractor must meet the Business Requirements associated with this project, as identified below:
 - 2.1.1. Conduct project kickoff meeting, followed by system and needs assessment to develop a work plan, in consultation with NH DHHS and NH DoIT (hereafter, the "State").
 - 2.1.1.1. Work closely with the State to develop a defined and agreed-upon governance process for system implementation, configuration, management, and support, including a release control process and a security authorization package.
 - 2.1.2. Replicate the State's current enhancements in the John's Hopkins University Applied Physics Laboratory (JHU APL) application, including data feeds and filters, where:
 - 2.1.2.1. Data feeds refer to any data automatically or manually received by, or imported into, the NH-ESSENCE system from external sources, on a regularly-scheduled basis. These feeds include, but are not limited to, data from Emergency Department facilities in the state of New Hampshire, data from weather and air quality sensors or environmental data providers ("weather and air quality data streams"), and supporting data needed for NH-ESSENCE operations or algorithms such as the CDC's Public Health Information Network Vocabulary Access and Distribution System (PHIN VADS) vocabulary system.
 - 2.1.2.2. Filters refer to the ability to select, parse, or otherwise limit or categorize the data presented based upon the following information: Political Town, Reportable Conditions.
 - 2.1.3. Migrate NH AHEDD data, feeds, and other configurations to the Contractor's secure cloud environment in consultation with and at the direction of State staff. This

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includes the implementation and configuration of the Multi-Tier Cloud Based Environment and ESSENCE data flow.

- 2.1.3.1. If Confidential Data is transmitted through, processed, or stored in the Contractor's Cloud Based Environment then a Cloud Security Risk Assessment must be conducted by the New Hampshire Department of Health and Human Services (DHHS) Information Security Office. Contractor agrees to cooperate and work with the DHHS Information Security Office in the completion of this requirement.
- 2.1.4. Set up the system to ingest messages that include modifications made within the State's Rhapsody system. (i.e., not a raw data feed from hospitals). See additional specifications in Exhibit G, Attachment 1 – Technical Requirements Workbook, item A1.6.
- 2.1.5. Process messages from up to 100 reporting facilities, as defined in Exhibit G, Attachment 1 – Technical Requirements Workbook, item A1.7.
- 2.1.6. Set up and maintain the State's data feed to the CDC's National Syndromic Surveillance Program (NSSP) with transmissions that are compliant with current CDC NSSP transmission frequency / occurrence requirements, Exhibit G, Attachment 2 – DHHS Standard Exhibits, Exhibit K: DHHS Information Security Requirements, and Exhibit G, Attachment 1 – Technical Requirements Workbook.
- 2.1.7. Configure syndromic alerts based on Political Town and Reportable Condition filters.
- 2.1.8. Convert hospital discharge disposition values into standard values as defined by the current version of CDC PHIN VADS.
- 2.1.9. Provide up to a total of 50 user accounts for accessing the NH-ESSENCE system with the ability to add/remove users as needed, and rollout user accounts.
- 2.1.10. Provide the ability for the State to maintain user access levels restrictions (role-based access controls). See additional specifications in Exhibit G, Attachment 1 – Technical Requirements Workbook, item A2.22.
- 2.1.11. Provide the ability for State-authorized administrative or "superusers" to manage users as needed. See additional specifications in Exhibit G, Attachment 1 – Technical Requirements Workbook, item A2.23.
- 2.2. Provide User Training as follows:
 - 2.2.1. Conduct up to a total of four (4) virtual training sessions with System end users tailored to roles and needs, which may include, but is not limited to:
 - 2.2.1.1. For epidemiologist users – how to conduct daily queries for the list of NH reportable infectious diseases and conditions using a list of ICD-10 codes.
 - 2.2.1.2. For system administrators – how to reset a user's password, add or remove users, and change end-users privileges.

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- 2.2.1.3. For other administrators – how to update the list of reportable conditions so that they detection of these conditions can be used / shared by all other (e.g. epidemiologist) users.
- 2.2.2. State and End-Users shall be allowed to record the virtual training sessions for future use.
- 2.2.3. Virtual training sessions will include demonstrations of system capabilities, tools and functions.
- 2.2.4. Specific examples to demonstrate and explain to end-users will be selected in concert with the State Project Manager. Examples of content may include, but are not limited to:
 - 2.2.4.1. how to conduct an investigation,
 - 2.2.4.2. how to develop queries,
 - 2.2.4.3. how to investigate spatial alerts,
 - 2.2.4.4. how to investigate temporal alerts,
 - 2.2.4.5. how to view a list of cases that have come in,
 - 2.2.4.6. how to look at line level detail for cases with certain ICD-10 codes or keywords.
- 2.2.5. Development of proposed training materials including topics covered and / or a curriculum must occur within 60 days of Agreement approval, and following Department approval, initial training materials made available within 90 days.
- 2.2.6. Online pre-existing user manual and/or reference materials containing descriptions and screen captures that allow End Users to research answers to questions on how to navigate and utilize the system. End Users shall be allowed to keep any downloaded materials (i.e., user manuals).
- 2.2.7. Asynchronous training materials that may include provision of a downloadable collection of HTML, PDF, or PowerPoint documents containing instructions and screen captures, recorded video of live demos, or sample queries to accomplish the tasks described.
- 2.2.8. Asynchronous training materials, such as PDF and asynchronous instruction manuals, must be updated when system updates occur that would make the training materials obsolete.
- 2.2.9. Notifying users via electronic notification, such as email or pop-up banner, of updates to training and reference materials.
- 2.2.10. Coordinating updates of the online training and reference materials to align with the system updates when major version updates affecting the user interface or functionality are deployed.

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- 2.2.10.1. Security updates must be implemented immediately and must not be delayed for the need to develop or deploy coordinated training materials. Edits to these materials may be made after the system is secured.
- 2.2.11. Conduct go/no-go meeting with the State no less than one (1) week prior to the scheduled system deployment date, including verification of system configuration, data and feed migration, environment setup, and security measures.
- 2.2.12. Provide support services utilizing Contractor staff with detailed knowledge of Syndromic Surveillance, including knowledge of public health business processes, understanding of national public health reporting initiatives and how states can comply, and knowledge of other state public health programs and their surveillance systems.
- 2.2.13. In any event of onboarding facility process, the Contractor must:
 - 2.2.13.1. Provide support and maintenance for onboarding new, and maintaining existing, syndromic feeds utilizing the Contractor's Engage, Connect, Validate, Operate methodology.
 - 2.2.13.2. State will work with onboarding facilities to comply with CDC message requirements and formatting within the constraints of the State's Rhapsody system, State Implementation Guide and Hospital electronic medical record (EMR) systems.
 - 2.2.13.3. Provide technical assistance support for all data and message feeds in scope during establishment of secure connections.
- 2.2.14. Upon the system going live, work with the State to understand additional capabilities of ESSENCE and associated costs to assist the State with long-range syndromic surveillance reporting planning, which if implemented would require an Amendment to the Contract, including, but not limited to:
 - 2.2.14.1. Areas where ESSENCE could replace legacy systems, such as AHEDD.
 - 2.2.14.2. Ways to incorporate other data sources, including, but not limited to Urgent Care (UC), Eligible Professional (EP), Inpatient, Death, School Absenteeism, Emergency Medical Services (EMS), Poison Control, National Retail Data Monitor/over-the-counter (OTC/NRDM), Administration for Strategic Preparedness and Response (ASPR), Lab, or JHU Center for Systems Science and Engineering (CSSE).

3. TECHNICAL REQUIREMENTS

- 3.1. The Contractor shall meet all Technical and Security Requirements identified in Exhibit G, Attachment 1 – Technical Requirements Workbook.

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4. DELIVERABLE, ACTIVITY, OR MILESTONE

4.1. The Contractor shall be responsible for delivering the Deliverables, Activities and/or Milestones identified in Table B-4 below, in accordance with the Projected Deliverable Dates.

Table B-4: DELIVERABLES / ACTIVITIES / MILESTONES			
	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE The number of days/weeks/months from the contract Effective Date.
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Within 1 week
2	System and Needs Assessment	Written	Within 3 weeks of contract Effective Date and 2 weeks of obtaining copy of system
3	Work Plan	Written	Within 30 days
4	Attestation of background check	Written	As soon as possible
5	Project Status Reports	Written	Monthly
6	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Infrastructure up and running no later than 30 days
7	Information Security Plan (ISP)	Written	Within 2 weeks
8	Communications and Change Management Plan	Written	Within 2 weeks
9	Software and Data Transition Plan	Written	Within 2 weeks
10	Systems Interface Plan and Design/Capability	Written	Not Applicable
11	Testing Plan	Written	Within 2 weeks
12	Data Conversion Plan and Design	Written	Not Applicable
13	Deployment Plan	Written	Within 2 weeks
14	Development of proposed training materials and Curriculum	Written	Within 60 days
15	End User Support Plan	Written	Within 2 weeks
16	Business Continuity of Operations Plan (COOP)	Written	Within 2 weeks
17	Data Protection Impact Assessment (DPIA)	Written	Within 45 days
18	Vendor Risk Assessment Report (VRAR)	Written	Within 45 days

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19	Systems Security Plan (SSP) - (The SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	Within 2 week
20	Disaster Recovery Plan (DRP)	Written	Within 2 weeks
INSTALLATION			
21	Provide Software Licenses if needed	Written	Not Applicable. State will maintain Rhapsody software license.
22	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Within 45 days of award (ready for State UAT and validation)
23	Ingest and process NH hospital emergency department (ED) data via modification-containing feed NH's Rhapsody (i.e., not a raw data feed from hospitals) (see Section 2. Business Requirement, Subsection 2.4)	Non-Software	Within 45 days
24	Recreate enhancements, configurations, and data sources NH currently has in the JHU APL version of ESSENCE (see list in Section 2. Business Requirements, Subsection 2.2)	Non-Software	Within 45 days
25	Roll-Out IH ESSENCE User Accounts	Non-Software	Within 45 days
TESTING			
26	Conduct Integration Testing	Non-Software	Within 45 days
27	Conduct User Acceptance Testing	Non-Software	Within 60 days
28	Perform Production Tests	Non-Software	Within 45 days
29	Test In-Bound and Out-Bound Interfaces	Software	Within 45 days
30	Conduct System Performance (Load/Stress) Testing	Non-Software	Within 60 days
31	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning. Contractor will submit summary results of 3rd Party Pen Testing to the Department.	Written	Annually
32	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	Within 45 days

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33	Security Authorization Package	Written	Within 90 days
SYSTEM DEPLOYMENT			
34	Data Loaded into Production Environment	Software	Is based on Deliverable #3 above.
35	Enable Backup and Recovery of all Applications and Data utilizing Amazon S3 Services	Software	Is based on Deliverable #3 above.
36	Conduct Training and provide asynchronous training reference materials	Non-Software	Within 90 days
37	Cutover to New Software	Non-Software	Within 90 days
38	Provide a copy of User Manual upon any updates. Manual will follow NSSP data dictionary with the exception of NH specific modifications.	Written	Within 30 days
39	Execute System Security Plan upon standing up environment.	Non-Software	Within 45 days
OPERATIONS			
40	Ongoing Hosting Support	Non-Software	Ongoing
41	Ongoing Support & Maintenance	Software	Ongoing
42	Contract End of Life Transition	Non-Software	If Applicable (at additional cost)
42	Conduct Project Exit Meeting	Non-Software	60 days prior to contract Completion Date

The projected delivery dates in Table B-4 above will be reviewed and finalized by the Parties at the project Kick-Off Meeting.

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5. CONTRACT END-OF-LIFE TRANSITION SERVICES

5.1. General Requirements

- 5.1.1. If applicable, upon termination or expiration of the Contract, the Parties agree to cooperate in good faith to amend this Contract to add Transition Services to this Exhibit B, Statement of Work, at an additional cost to the Department as agreed upon by the parties and upon approval by the Governor and Executive Council, to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient". Ninety (90) days prior to the end-of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.
- 5.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 5.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.
- 5.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Additional Scope of Services and will be added to this Contract Exhibit B, Statement of Work, at an additional cost to the Department, as agreed upon by the parties, and upon approval by the Governor and Executive Council.
- 5.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
- 5.1.6. In the event where the Contractor has comingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit G, Attachment 2 – DHHS Standard Exhibits, *Exhibit K: DHHS Information Security Requirements*.

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6. COMPLETION OF TRANSITION SERVICES

- 6.1. 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.
- 6.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit G, Attachment 2 – DHHS Standard Exhibits, *Exhibit K: DHHS Information Security Requirements*.

7. DISAGREEMENT OVER TRANSITION SERVICES RESULTS

- 7.1. 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.

8. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

- 8.1. If Contractor End Users are authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, iPad, cell phone) in the fulfilment of this Contract, each individual being granted access must:
 - 8.1.1. Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 8.1.2. Use the information that they have permission to access solely for conducting official state business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall they access or attempt to access information without having the express authority of the State to do so;
 - 8.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 8.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State;
 - 8.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;
 - 8.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;

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- 8.1.7. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as “internal email systems” or “state-funded email systems.”
- 8.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and
- 8.1.9. Agree when utilizing the State’s email system:
 - 8.1.9.1. To only use a state email address assigned to them with a “@affiliate.DHHS.NH.Gov”.
 - 8.1.9.2. Include in the signature lines information identifying the End User as a non-state workforce member; and
 - 8.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: “This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation.”
- 8.1.10. Agree End User’s will only access the State’ intranet to view the Department’s Policies and Procedures and Information Security webpages.
- 8.1.11. Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:
- 8.1.12. Complete the State’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.
- 8.1.13. Sign the State’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 8.1.14. Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 8.1.15. Contractor agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State’s Information Security Office immediately.

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8.2. Workspace Requirement

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

9. DELIVERABLE REVIEW AND ACCEPTANCE

9.1. Non-Software and Written Deliverables Review and Acceptance

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

9.1.2. If State fails to send formal acceptance to the Contractor within the up to 15 allowable business days, the Deliverable is considered accepted.

9.2. Software Deliverables Review and Acceptance

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

9.3. Number of Deliverables

9.3.1. Unless the State otherwise specifically agrees in writing, in no event shall the Contractor certify for testing and deliver to the State more than three (3) Deliverables

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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.

9.3.2. The State and the Contractor will collaboratively adjust the Deliverable schedule, as needed, upon delayed Acceptance of a Deliverable by the State.

9.4. Conditional and Unconditional Acceptance

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

9.4.2. The State and the Contractor agree to work in good faith to reconcile any and all Deficiencies in a reasonable and timely manner as to not affect the timing and scope of the project.

10. Change Order

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

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

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

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

11. Implementation Services

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

11.2. 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

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Project Team, and Report status.

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

12. Project Management

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

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

12.3. Contractor Key Project Staff

12.3.1. The Contractor's Contract Manager

12.3.1.1. 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:

James Maglione
Director of Contracts
InductiveHealth Informatics, Inc.
2870 Peachtree Road NW #915-3304
Atlanta, GA 30305
714-390-1465
contracts@inductivehealth.com

12.3.2. The Contractor's Project Manager

12.3.2.1. 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:

Alyaa Altabbaa
Syndromic Project Manager
InductiveHealth Informatics, Inc.

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2870 Peachtree Road NW #915-3304
Atlanta, GA 30305
901.355.6249
alyaa.altabbaa@inductivehealth.com

- 12.4. Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.
- 12.5. 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 24 hours of inquiries from the State. Project Manager must work diligently and use his/ her best efforts on the Project.
- 12.5.1. Change of Project Manager
- 12.5.1.1. Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review, as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.
- 12.5.2. Contractor Additional Project Staff
- 12.5.2.1. The State considers the following individuals to be Key Project Staff for this Project:

Michael Coletta
Syndromic Practice Lead
InductiveHealth Informatics, Inc.
2870 Peachtree Road NW #915-3304
Atlanta, GA 30305
770.820.8237
michael.coletta@inductivehealth.com

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12.6. 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.

12.7. The State Key Project Staff

12.7.1. The State Contract Manager

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

Katharine Owers Bonner
PHEP Surveillance Program Manager
Tel. 603-271-4987
katharine.a.owersbonner@dhhs.nh.gov

12.7.2. The State Project Manager

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

Joshua Rozovsky
Syndromic Surveillance Systems Coordinator
Tel. 603-271-7366
joshua.i.rozovsky@dhhs.nh.gov

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

- 12.7.2.2.1. Leading the Project;
- 12.7.2.2.2. Engaging and managing all Contractors working on the Project;
- 12.7.2.2.3. Managing significant issues and risks;
- 12.7.2.2.4. Reviewing and accepting Contract Deliverables;
- 12.7.2.2.5. Invoice sign-offs;
- 12.7.2.2.6. Review and approval of Change Orders;
- 12.7.2.2.7. Managing stakeholders' concerns.

13. Work Plan

13.1. The Contractor shall submit a preliminary Work Plan to the Department for approval within thirty (30) days of Governor and Council approval of this Agreement, which must further refine 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.

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13.2. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's project team and the State will finalize the Work Plan within sixty (60) days of Governor and Council approval of this Agreement. The final Work Plan shall identify the tasks, Deliverables, major milestones and task dependencies to implement the Project. In addition, the Work Plan must 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.

14. Acceptance & Testing Services

14.1. The Contractor shall provide end-to-end planning and preparation for testing and acceptance of solutions throughout the Agreement period. This shall include training and a detailed testing methodology which covers all "areas of testing," security, required staffing with clear roles and responsibilities, test cases and scripting with associated Data, status and results Reporting. The Test Plan defined shall ensure designed and implemented Solutions are fully supported, tested, and documented.

15. Maintenance, Operations And Support

15.1. System Maintenance

15.1.1. 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.

15.2. System Support

15.2.1. 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.

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days per week (9:00 am -5:00 pm ET Monday through Friday) 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 / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;

Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am -5:00 pm ET Monday

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through Friday) and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

The Class Deficiencies as defined in Exhibit G, Attachment 1 – Technical Requirements Workbook, are included below for reference.

<u>Deficiency Category</u>	<u>Category Definition</u>	<u>Response/Resolution time</u>
Class A	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.	email/telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request
Class B	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.	The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am -5:00 pm ET Monday through Friday) and the Contractor shall respond back within four (4) hours of notification of planned corrective action.
Class C	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.	The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am -5:00 pm ET Monday through Friday) and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

15.3. Support Obligations

15.3.1. The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and Terms of this Agreement.

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

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

- 15.3.2.1.1. nature of the Deficiency;
- 15.3.2.1.2. current status of the Deficiency;
- 15.3.2.1.3. action plans, dates, and times;
- 15.3.2.1.4. expected and actual completion time;
- 15.3.2.1.5. Deficiency resolution information;
- 15.3.2.1.6. resolved by;
- 15.3.2.1.7. identifying number i.e. work order number; and
- 15.3.2.1.8. issue identified by; and

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

- 15.3.2.2.1. mean time between Reported Deficiencies with the Software;
- 15.3.2.2.2. diagnosis of the root cause of the problem; and
- 15.3.2.2.3. identification of repeat calls or repeat Software problems.

15.3.3. If the Contractor fails to correct an identified 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.

16. Contract Warranties and Representations

16.1. System

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

16.2. Software

16.2.1. The Contractor warrants that any Software provided as part of this Agreement,

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including, but not limited to, the individual modules or functions furnished under the Agreement is properly functioning within the System, compliant with the requirements of the Agreement, and will operate in accordance with the specifications and terms of this Agreement.

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

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

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

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

16.3. Compatibility

16.3.1. 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.

16.4. Services

16.4.1. 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.

17. Data Protection

17.1. The Contractor must comply with Exhibit G, Attachment 2 – DHHS Standard Exhibits, Exhibit K: DHHS Information Security Requirements.

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18. Data Integration and Ingestion

- 18.1. The Contractor must, for the Electronic Surveillance System for Early Notification of Community-Based Epidemics, provide the professional services and automated ability, no less than once per day, to export and/or provide direct data connection access to all data maintained by the system and, if needed, delivered to the State via sFTP or another secured methodology mutually agreed upon by both parties. Additionally, a data dictionary and model must be provided for any data being provided to the State.
- 18.2. The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools and must create data models, visualizations, reports, and/or dashboards, upon request by the Department for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.

19. Privacy Impact Assessment (PIA)

- 19.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:
 - 19.1.1. How PII is gathered and stored;
 - 19.1.2. Who will have access to PII;
 - 19.1.3. How PII will be used in the system;
 - 19.1.4. How individual consent will be achieved and revoked; and
 - 19.1.5. Privacy practices.
- 19.2. The State may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

20. Software Agreement

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

21. Administrative Services

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

22. Merchant Card Services – Not Applicable

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23. Terms And Definitions

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

24. Contractor's Certificates

- 24.1. Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. Contract Price

1.1. This is a Not to Exceed Contract. 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, for the period between the Effective Date and the Completion Date, as specified in Block 1.7. The payment by the State of the total Contract price shall be the only, and the complete reimbursement to the Contractor for all fees and expenses, of whatever nature, incurred by the Contractor in the performance hereof.

2. Travel Expenses

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

3. Shipping Fees

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

4. Invoicing

4.1. The Contractor shall submit monthly invoices to the State for 1/12th payment of the total State Fiscal Year price limitation by the 15th day of each month, for services rendered toward completing all Deliverables, Activities, or Milestones, in the prior month, in accordance with Exhibit B, Table B-4, and the Payment Schedule below.

Payment Schedule		
Contract Year	1/12 th Monthly Payment Amount	Total Amount
1	\$5,625	\$67,500
2	\$5,935	\$71,220
3	\$11,853	\$142,236
Total Price Limitation		\$280,956

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DHHS - 2023-004 – Electronic Surveillance System for Early Notification of
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

- 4.2. All invoices submitted shall be subject to the State's approval, which shall not be unreasonably withheld.
- 4.3. Invoices must be submitted in a format approved by the State and must contain detailed information including, without limitation: identified Deliverables, Activities and/or Milestones as specified in Exhibit B, Table B-4, of which the 1/12th payment is being sought for the prior month, the Acceptance date of completed deliverable(s) as applicable, date of delivery or projected date of delivery and/or installation, monthly maintenance charges, any other costs or retention amounts if applicable. Invoices must not be backdated and shall be promptly dispatched.
- 4.4. Invoices may be emailed to: DPHSCContractBilling@dhhs.nh.gov, or mailed to:
- Finance Manager
Division of Public Health Services
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
- 4.5. The Contractor shall submit the final monthly invoice to the State no later than thirty (30) days after the Contract Completion Date for services rendered in the final month of the Agreement Period.
- 4.6. The State may request additional Services from the Contractor via a Contract Amendment subject to approval by the Governor and Executive Council.
- 4.7. Contract Renewal Option
- 4.7.1. The Parties agree this Agreement may be renewed for up to Three (3) additional years in accordance with Form P-37 Special Provisions, Paragraph 18. Amendment; Exhibit A - Special Provisions, Section A.1; and as follows:
- 4.7.1.1. Optional Renewal Year One (1) pricing shall not exceed the sum of Contract Year Three (3) pricing and an annual increase at a rate equal to the greater of CPI or 5%.
- 4.7.1.2. Optional Renewal Years Two (2) and Three (3) pricing shall not exceed the sum of the Previous Contract Year's pricing and an annual increase at a rate equal to the greater of CPI or 5%.
- 4.8. Payments will be made on properly documented and undisputed invoices within thirty calendar (30) days of receipt via Automated Clearing House (ACH). Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

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5. Overpayments to The Contractor

5.1. 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.

6. Credits

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

7. Project Holdback – Not Applicable

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EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

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

1.1. License Grant

1.1.1. SAAS – Grant of Rights

- 1.1.1.1. During the Subscription 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.
- 1.1.1.2. 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.
- 1.1.1.3. The Contractor’s End User Terms and Conditions (Attachment 3) are expressly incorporated herein by reference into this Agreement. For purposes of the foregoing, as defined in Attachment 3, the “Customer” is the State.

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. State Data 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 State Data, 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 State’s Data and associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the Data and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the State Data, Contractor shall provide a reasonable number of copies of the State Data and associated Documentation upon request.

4. Restrictions

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

- 4.1.1. Remove or modify any program markings or any notice of the Contractor’s proprietary rights;
- 4.1.2. 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
- 4.1.3. 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.

7.2.4. 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.

7.3. 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 superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources

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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.

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EXHIBIT E – ADMINSTRATIVE SERVICES

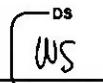
EXHIBIT E – ADMINISTRATIVE SERVICES

1. Dispute Resolution

- 1.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the “Invoking Party”) shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party’s right to any other remedy permitted under the Contract.
- 1.2. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified in Table E-1 below, in which to attempt to resolve the dispute:

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Syndromic Project Manager	Syndromic Surveillance Systems Coordinator	Five (5) Business Days
First	Syndromic Practice Lead	PHEP Surveillance Program Manager	Ten (10) Business Days
Second	Director of Customer Success, State & Local	Infectious Disease Surveillance Section Chief	Fifteen (15) Business Days
Third	Executive Team Member	Director, Division of Public Health Services	Fifteen (15) Business Days

- 1.3. The allotted time for the Primary level negotiations shall begin on the date the Invoking Party’s notice is received by the other Party. See table E-1 above for the allotted number of days for each subsequent level of negotiations, from the date that the original Invoking Party’s notice is received by the other Party.

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2. Access And Cooperation

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

3. Record Retention

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

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

4. Accounting

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

5. Audit

5.1. The Contractor 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.

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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

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

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

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

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Platform as a Service (PaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Security Incident	The definition for this term is located in Exhibit G, Attachment 2 – DHHS Standard Exhibits, <i>Exhibit K: DHHS Information Security Requirements</i>
Software	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor’s applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State’s hardware, the Contractor’s hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor that may be defined as “Confidential Data”

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	within Exhibit G, Attachment 2 – DHHS Standard Exhibits, <i>Exhibit K: DHHS Information Security Requirements.</i>
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Exhibit G, Attachment 1: <i>Technical Requirements Workbook</i> . The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. ATTACHMENTS

The Following Attachments are expressly incorporated herein by reference into this Agreement:

- a. Attachment 1 – Technical Requirements Workbook
- b. Attachment 2 – DHHS Standard Exhibits D-K
- c. Attachment 3 – InductiveHealth Informatics LLC End User Terms and Conditions

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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Vendor Instructions for Technical (TR) Requirements

Vendor Response Column:

Place a "Yes" if the current release of the software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).

Criticality Column:

(M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal.

(P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefulness but the lack of this feature is not considered serious enough to disqualify the proposal.

(O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which useful or potentially useful but not a central feature of the Project.

Delivery Method Column:

Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered.

Standard - Feature/Function is included in the proposed system and available in the current software release.

Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.)

Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the software modification in the comment area. These cost estimates should add up to the total cost for software modifications found in the cost summary table in Section X of the RFP).

Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)

Comments Column:

For all Delivery Method responses vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

Vendor Instructions for Activity, Deliverable, and Milestone

Vendor shall complete the Activity Deliverable, and Milestone Table identifying estimated delivery date and price.

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Attachment 1 - Technical Requirements Workbook

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	S	Data are accessible through HTTPS standard protocol. InductiveHealth (IH) provides a multi-factor authentication (MFA) technology for user access to systems, secured via username, password, and configurable additional authentication factor (such as SMS, OTP, or phone authentication).
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	S	
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	S	See comment in A2.17
A1.4	Provide support for secure ESSENCE-related application programming interface (API) integration including current and future APIs from CDC.	M	Yes	S	
A1.5	Provide Production and Staging/Testing hosting environments for the Syndromic Surveillance Platform and supporting sub-systems.	M	Yes	S	



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Attachment 1 - Technical Requirements Workbook

A1.6	<p>Set up the system to ingest messages that include modifications made within the State's Rhapsody system (i.e., not a raw data feed from hospitals), with notes that the following may apply:</p> <ul style="list-style-type: none"> -The feeds may change as hospitals modify their EMR systems or message setup. -The modifications made within the State's Rhapsody system may change over time. -The original messages may be pre-2.5.1 versions of HL7 and up-versioned (converted to 2.5.1 format) within Rhapsody. -Original messages may not fully comply with the Centers for Disease Control and Prevention (CDC) HL7 implementation guide. <p>The Contractor shall identify problematic messages or message segments and work with NH DHHS and NH DoIT staff to make necessary configuration changes to enable the ingestion of messages that would otherwise not comply with the CDC HL7 guide.</p>	M	Yes	S	<p>IH will provide its standard solution that is based on the latest standards and best practices. The standard solution will process raw data properly, and is recommended.</p> <p><u>Note:</u> Any deviation or changes to the standard solution may create additional fees.</p>
A1.7	<p>Process messages from up to 100 reporting facilities, defined by a unique MSH-4 value contained in the ADT HL7 message. In the case of non-ADT messages, a reporting facility is defined by the physical, secure connection to the trading partner (i.e., poison control, laboratory sending laboratory results).</p>	M	Yes	S	
A1.8	<p>Store up to one (1) terabyte (TB) of data for the State, measured as the uncompressed size of the ESSENCE databases including staging tables at the end of the month. Allow for up to 10% annual growth in amount of data stored.</p>	M	Yes	S	
APPLICATION SECURITY					
A2.1	<p>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.</p>	M	Yes	S	<p>InductiveHealth (IH) utilizes and SSO platform that is SAML 2.0 compatible and further identifies users with multi-factor authentication (MFA) technology for access to systems, secured via username, password, and configurable additional authentication factor (such as SMS, OTP, or phone authentication).</p>

Attachment 1 - Technical Requirements Workbook

A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	S	See comment in A2.1.
A2.3	Enforce unique user names.	M	Yes	S	See comment in A2.1.
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	S	See comment in A2.1.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	S	See comment in A2.1.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	S	IH systems encrypt all client data at rest and in transit, using FIPS 140.2 compliant encryption technology, where applicable.
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	S	See comment in A2.1.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	S	Role-based authorization is based on pre-configured systems roles using the principle of least access. User account provisioning, role assignment, and de-provisioning is managed through a defined process and standard reports that are delivered to our authorized primary client point of contact for review and approval.
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	S	See comment in A2.17.
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	S	See the comment in A2.6.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	S	IH utilizes a unified log management (SIEM) and analysis service to store analyze, and report on systems and software logs, escalating any significant anomalies for staff investigation.

Attachment 1 - Technical Requirements Workbook

A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	S	See comment in A2.11.
A2.13	All logs must be kept for six (6) years.	M	Yes	S	See comment in A2.11.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	S	See comment in A2.17.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	S	See comment in A2.17.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	S	Physical systems access for IH's private cloud is controlled via the NIST 800-171, SOC2 Type2 & SOC3 compliant facilities controls implemented by IH's data center providers. These include 24x7 armed guard patrols, multi-factor authentication and background checks for facilities access, and card-key and biometric access controls.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	S	IH has taken the approach to have a single information security framework that covers all systems managed, based on the Federal Information Security Management Act (FISMA) requirements and the National Institute of Standards and Technology (NIST) 800-53 Framework. This allows for a single, mature set of processes and tools based on one of the most complete sets of standards and regulatory frameworks available.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	S	Each software release is scanned by industry leading DAST security tools prior to release into test environments for client consumption. Introduction of new vulnerabilities, regardless of severity, are evaluated prior to any release.

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A2.19	Utilize change management documentation and procedures.	M	Yes	S	We have a fully documented change management policy and set of procedures for any changes in our environment. Each week we hold a CAB meeting to discuss and approve or deny changes.
A2.20	Web Services: The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	S	See comment in A2.17.
A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	Yes	S	Logs are sent to our SIEM. When the SIEM is unavailable the logs are queued locally on the host until the SIEM is available to receive them.
A2.22	Provide the ability for the State to maintain user access levels with different restrictions (role-based access controls) including, but not limited to, admin/superuser, epidemiologist, and restricted end-users. Administrative ("admin") users, or "superusers", are users who have privileges to make certain changes to the System that affect other users of the System.	M	Yes	S	Our hosted solution, using our SSO platform, can be tied to a clients SAML 2.0 compliant user directory for user management. Additional controls for level of access within the hosted applications are available within each app.
A2.23	Provide the ability for State-authorized administrative or "superusers" to manage users as needed, including add/delete and change permissions.	M	Yes	S	Note - we will have to create the second factor auth login before the user can login, however, the state Admin will have the ability to manage the permissions and roles.

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TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	C	IH testing for the IH Cloud ESSENCE functionally is developed, tested internally, then implemented for all IH Cloud clients. If NH DPHS has ESSENCE software issues IT support requests can be made to be resolved by IH contractors. InductiveHealth can perform any or all of the following testing at NH's direction - 1) Unit Testing, 2) Integration Testing, 3) Iterative Functional Testing, 4) Systems Integration Testing, 5) Interface Testing, 6) Regression Testing, 7) End-to-End Testing, 8) Browsing Testing, 9) Security Testing, 10) Performance Testing, 11) Usability/Accessibility Testing, 12) User Acceptance Testing, 13) Data Conversion Testing, 14) Operational Readiness Testing, and 15) Parallel testing.
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	C	IH performs vulnerability scanning as well as intrusion detection using industry standard third-party tools. These tools scan various parts of our infrastructure and perform dynamic scans on our products. Executive summary of the results of these scans can be provided upon request.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	S	See comment in T1.2 and A2.1.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	S	See comment in T1.2 and A2.1.

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T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	S	IH systems encrypt all client data at rest and in transit, using FIPS 140.2 compliant encryption technology, where applicable.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	S	Our EDR & MDR solutions partners provide 24x7 monitoring of our systems & network through pattern recognition and artificial intelligence alerting us to any anomalies that occur
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	S	Tested as part of our QA process for applications developed by InductiveHealth. Tested as part of our Test systems deployment for applications developed by third parties
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	S	See comment in T1.7
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	S	See comment in T1.7
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	S	See comment in T1.7
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	S	Tested as part of the SAST and DAST security checks for applications developed by InductiveHealth. Tested as part of the DAST security checks for applications developed by third parties.
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten. (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	S	See comment in T1.11



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T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	S	InductiveHealth engages a third party for penetration testing once annually and can provide, upon request, an executive overview of the findings.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	S	As mentioned previously, IH is developing in the IH Cloud platform not in the NH State system. See comment in T1.2. IH performs security and data center compliance testing throughout the year. IH will provide these results to the client as they are available upon request.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	S	This is documented in our SDLC process.

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STANDARD TESTING					
State Requirements					Vendor
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	S	IH has taken the approach to have a single information security framework that covers all systems managed, based on the Federal Information Security Management Act (FISMA) requirements and the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This allows for a single, mature set of processes and tools based on one of the most complete sets of standards and regulatory frameworks available. IH is glad to work with the State on this, but final testing methods cannot be explicitly approved by the State.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	S	Reference comment in T2.1.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	S	As mentioned previously, IH is developing in the IH Cloud platform not in the NH State system. See comment in T1.2. However, once a fix or change is made in test and approved by the state, we push it to production - thus keeping the two environments synched. For clarity, testing environments and Production are NOT available to be automatically synced in real-time. There will always be a level of review and process to move configuration from test to Production.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	S	InductiveHealth does have a Disaster Recovery & Business Continuity plan. Disaster Recovery tests are conducted once annually. Monitoring of backups and data synchronization to our secondary site is monitored continually.
HOSTING-CLOUD REQUIREMENTS					
State Requirements					Vendor

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Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	S	Our data center colocation provider is rated a Tier III facility meeting the requirements mentioned.



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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	S	Through use of NIST 800-53 standards and general Role Based Access Controls access to our systems is limited only to those required by their role within our organization.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	S	On site 24x7 security is provided as part of our colocation agreement. Access permissions are managed through our relationship with the vendor and access is audited monthly.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	S	Systems are patched regularly during our monthly patching cycle. High Vulnerabilities or Zero Day items are addressed more expeditiously.
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	S	Logs are sent to our SIEM which is monitored by our MDR provider.
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	S	
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	S	
H1.8	The Vendor shall monitor physical hardware.	M	Yes	S	IH has 24x7x365 monitoring of our data center including all physical hardware. Issues are addressed immediately.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	C	IH provides access to the client for system access and availability to customer data. IH reserves the right to limit VPN and Remote Desktop access to shared systems. VPN is granted with limited rights. (I.E. Access to customers own DB or configurable rules, etc) This should be defined within the mutual agreed upon contract.

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DISASTER-RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	S	InductiveHealth does have a Disaster Recovery & Business Continuity plan. Loss of data is defined by our Recovery Point Objective of 15 minutes.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	S	The systems we have chosen to deploy in our data center are fully redundant throughout the technical stack. As part of our Capacity Management, we maintain additional compute overhead to compensate for a total loss of a server to ensure services can be restored on existing hardware.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	S	Our current backup schedules and procedures suit the environment as it is today and meet the requirements of our Disaster Recovery policy. As changes are applied to the environment, our schedules and procedures for backing up data may be altered but we will always use our Disaster Recovery policy, including RTO's and RPO's as a baseline for these changes.
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	S	
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	S	Virtual machines are backed up weekly in our environment. These systems are rarely altered throughout the week. Database backups, where customer data is housed, are performed with twice weekly fulls and incremental backups every 4 hours as well as log shipping every 10 minutes.
H2.6	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	S	See comment in H2.5.

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HOSTING SECURITY					
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	S	Encryption is in use for cross server communications.
H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	S	Systems hardening is a part of our deployment practices. Before deployment, all hardware and virtual components are patched fully. We maintain GOLD images of our various system builds and they are updated with the latest software on a regular basis.
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	S	As part of all systems deployments, logs are pointed to our SIEM.
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	S	
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	S	IH will support and maintain the NH ESSENCE system through the end of the contract and any subsequent extensions.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	S	IH provides system support services including software upgrades, and hotfix and patch deployment.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	S	See comment in H4.1.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	S	InductiveHealth maintains a Patch Management policy and procedures to ensure patching is applied across the various environments in a controlled and timely manner.

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H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	S	Our clients success team is available for all of our clients during business hours.
H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	S	<p>Class A - email/telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request</p> <p>Class B - The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am - 5:00 pm ET Monday through Friday) and the Contractor shall respond back within four (4) hours of notification of planned corrective action.</p> <p>Class C - The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am-5:00 pm ET Monday through Friday) and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.</p>

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<p>H4.7</p>	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</p>	<p>M</p>	<p>Yes</p>	<p>S</p>	<p>or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request</p>
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H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	S	Scheduled maintenance occurs weekly on Friday evenings into early Saturday morning hours.
H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	S	The current scheduled weekly maintenance window occurs every Friday from 10PM to Saturday at 4am US Eastern Time
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	S	If InductiveHealth is unable to meet the uptime requirement of 99.5%, InductiveHealth agrees to provide the State a credit, only if the State provides the request in writing with necessary evidence of the requirement not being met, at the end of the contract using the following formula (Total Contract Item Price/365) x Number of Days Contract Item Not Provided.
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	S	Per our Change Management policy, change controls are required for all change in the environment, including those that occur during outages.
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	S	This needs to be defined and agreed upon during the contract process.
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	S	Our change management process maintains the record of changes and ones specific to the client can be provided upon request. Uptime/Availability of the services are tracked through our 3rd party monitoring tools and availability reports are available upon request.



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H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	S	Changes that are direct to the hosted services for the client will be communicated with the client prior to the change. Changes for the underlying systems which should occur during our weekly maintenance window will not be communicated as it is already expected that systems may not be available during this time.
H4.15	Provide 24/7/365 access to issue/ticket submission portal (i.e., Jira).	M	Yes	S	Users have logins to the JIRA portal and can regularly see the issues they've submitted

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SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	S	See comment in H4.1.
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	S	See comments in H4.2 and H4.3.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	S	See comment in H4.1.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm - Monday through Friday EST.	M	Yes	S	See comment in H4.5.

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S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	S	<p>Class A - email/telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request</p> <p>Class B - The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am - 5:00 pm ET Monday through Friday) and the Contractor shall respond back within four (4) hours of notification of planned corrective action.</p> <p>Class C - The State shall notify the Contractor of such Deficiencies during regular Business Hours (9:00 am-5:00 pm ET Monday through Friday) and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.</p>
S1.6	<p>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. This includes user interface refreshes.</p>	M	Yes	S	<p>We provide the documentation and information about the releases, however, the code is owned by JHU and is not available to the state. This contract is not a purchase of the code - rather purchase of support and maintenance with licensing of the product.</p>
S1.7	<p>For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by.</p>	P	Yes	S	<p>See comment in H4.1.</p>

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S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	S	See comment in H4.1.
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S1.9	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>	M	Yes	S	See comment in H4.1.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	S	We do have a Change Management policy and our communications plans are defined within.
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	S	This should be defined and agreed upon during the contract process.
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	S	This is possible with our Change Control process. This should be defined and agreed upon during the contract process.

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S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	S	The current scheduled weekly maintenance window occurs every Friday from 10PM to Saturday at 4am US Eastern Time
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	S	See comment in H4.1. 2-Bus days is OK with IH.

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S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	S	IH will provide the State with an SFTP site hosted by IH.
S1.16	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	S	IH enables 365/24/7 Infrastructure Monitoring, and provides a Service Level Target (SLT) of 99.5 percent uptime for the Syndromic Surveillance Platform and supporting sub-systems.
S1.17	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	S	See comment in H4.1. IH provides support services utilizing staff with detailed knowledge of Syndromic Surveillance, including knowledge of public health business processes, understanding of national public health reporting initiatives and how states can comply, and knowledge of other state public health programs and their surveillance systems.
S1.18	Enable notification of issues affecting the NH instance of ESSENCE including planned and unplanned maintenance/downtime.	M	Yes	S	IH will proactively communicate with NH regarding issues and updates to the NH environment.

PROJECT MANAGEMENT

State Requirements		Vendor			
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	S	IH provides Project Kick-off meeting.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	S	IH provides support services utilizing staff with detailed knowledge of Syndromic Surveillance, including knowledge of public health business processes, understanding of national public health reporting initiatives and how states can comply, and knowledge of other state public health programs and their surveillance systems.

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Attachment 1 - Technical Requirements Workbook

P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule.	M	Yes	S	IH will develop implementation/migration plan with NH DPHS and DoIT covering set-up on the IH cloud platform (including on-premises data, feeds, and other configurations to InductiveHealth environment) - detailed schedule and approvals to be determined and agreed upon - based on local IT dependencies. Thereafter, project plans will be maintained and updated as required.
P1.4	Vendor shall provide monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	S	See comment in P1.3. The IH plan will include status reports but expenses are part of the annual 12 month agreed upon contract cost.
P1.5	All user, technical, and System Documentation as well as project schedules, plans, status reports, and correspondence must be maintained in written format, as project documentation.	M	Yes	S	See comment in P1.3. InductiveHealth has templates for Project schedules, monthly status reports. IH anticipates attending weekly status meetings with the Department as well as submitting status reports and other correspondence in written format, as a minimum for the life of the contract.
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	S	See comment in P1.3. A project manager will be assigned at the time of award.
P1.7	The Vendor Project Manager, and relevant key staff shall, every three (3) months, beginning in the first month of the Contract, meet virtually with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. In-person, on-site meetings at DHHS, may be permitted upon approval by DHHS.	M	Yes	S	See comment in P1.3.
P1.8	The Vendor's project manager is expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	S	See comment in P1.3. InductiveHealth Project Managers will host weekly status meetings with agendas and notes and provide monthly status reports as well as maintain the overall project schedule and keep the project on track.
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Yes	S	See comment in P1.3. See P1.8

Attachment 1 - Technical Requirements Workbook

P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	S	See comment in P1.3.
P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be consistent with the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan; and monthly or bi-monthly progress reports thereafter, as directed by the Department.	M	Yes	S	See comment in P1.3. InductiveHealth standard practice is to hold weekly status meetings, provide notes from those meetings, and provide monthly status reports detailing progress made, difficulties encountered, recommendations and decisions made, etc. This happens for the full life of the contract.

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug 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



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: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:

Wayne Sparks

Name: Wayne Sparks

Title: Chief Financial Officer

DS
WS



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

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

Vendor Name: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:

Wayne Sparks

Name: Wayne Sparks

Title: Chief Financial Officer

DS
WS

**New Hampshire Department of Health and Human Services
Exhibit F**



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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order 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 <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
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



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 (l)(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: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:

Wayne Sparks

Name: Wayne Sparks

Title: Chief Financial Officer

DS WS

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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WS

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



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: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:

Wayne Sparks

Name: wayne sparks

Title: Chief Financial Officer

Exhibit G

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

Contractor Initials

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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: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:
Wayne Sparks
Name: wayne sparks
Title: Chief Financial Officer

New Hampshire Department of Health and Human Services



Exhibit I

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions.

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
 - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors,

Exhibit I

Contractor Initials

WS



New Hampshire Department of Health and Human Services

Exhibit I

officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
 - I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

Exhibit I

Contractor Initials WS

New Hampshire Department of Health and Human Services



Exhibit I

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
- III. Whether the protected health information was actually acquired or viewed; and
- IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. 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 US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
- h. Within ten (10) 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 BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. 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.
- k. Business Associate shall document any disclosures of PHI and information related to any 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.
- l. 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.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

Exhibit I

Contractor Initials

WS

New Hampshire Department of Health and Human Services



Exhibit I

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.

- n. Within thirty (30) 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-ups of such PHI in any form or platform.
- i. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, 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 as long as the Business 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

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

- a. 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 BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- b. 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 of Agreement for Cause

In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. 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.

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to

Exhibit I

Contractor Initials

WS



New Hampshire Department of Health and Human Services

Exhibit I

comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other 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 BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA 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 BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services

Inductive Health Informatics, LLC

The State

Name of the Contractor

DocuSigned by:
Iain Watt
07700063F970407...

DocuSigned by:
Wayne Sparks
250F307E5017480...

Signature of Authorized Representative

Signature of Authorized Representative

Iain watt

wayne sparks

Name of Authorized Representative

Name of Authorized Representative

Interim Director - DPHS

Chief Financial Officer

Title of Authorized Representative

Title of Authorized Representative

4/30/2024

4/29/2024

Date

Date

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

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

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

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

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

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

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

Contractor Name: Inductive Health Informatics, LLC

4/29/2024

Date

DocuSigned by:

Wayne Sparks

Name: Wayne Sparks

Title: Chief Financial Officer

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FORM A

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

1. The UEI (SAM.gov) number for your entity is: YJU4YJWQN6E1
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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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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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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request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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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 for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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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.).

New Hampshire Department of Health and Human Services**Exhibit K****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. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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New Hampshire Department of Health and Human Services

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

- A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

- B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Attachment 3

**InductiveHealth Informatics LLC
End User Terms and Conditions**

1. Definitions.

“Agreement” means the agreement entered into between Customer and InductiveHealth subject to the terms and conditions of these End User Terms.

“Customer” means an authorized licensee of the Software.

“InductiveHealth” means InductiveHealth Informatics, LLC., a Delaware corporation.

“JHU/APL” means The Johns Hopkins University Applied Physics Laboratory LLC, a Maryland Limited Liability Company.

“End User Terms” means this document, the InductiveHealth Informatics, LLC End User Terms and Conditions.

“Software” means the Electronic Surveillance System for the Early Notification of Community-Based Epidemics (ESSENCE), including proprietary software and any accompanying documentation developed by InductiveHealth, with certain rights retained by the U.S. Government, with access by Customer either on-premises or via SaaS as agreed by the parties.

2. Rights and Duties.

- a. Parties. Subject to a separate agreement, JHU/APL has granted InductiveHealth an exclusive license to sublicense the Software to authorized licensees subject specifically to the execution of these End User Terms by a licensee of the Software.
- b. License Grant. Subject to the terms and conditions hereof, InductiveHealth grants to Customer a limited, non-exclusive, non-transferable, and royalty-free license to: (a) use the Software solely for disease surveillance within Customer’s jurisdiction; and (b) make copies of the Software only as required for use of the Software under the terms of these End User Terms, including for test and development environments, or for backup/archival purposes. This license grant is made subject to any retained rights of the U.S. Government in the Software, if any.
- c. Delivery. If the Software shall be accessed by Customer on-premises, InductiveHealth shall deliver to Customer a copy of the then-current version of the Software in object code form.
- d. Installation. InductiveHealth shall provide reasonable assistance to Customer, at no cost to Customer, in the installation and initial check-out of the Software.
- e. Updates. InductiveHealth may make updated versions of the Software available to Customer. When InductiveHealth makes an updated version available to Customer, Customer shall take reasonable steps to deploy the updated version in a timely manner.
- f. Health Information. Only if applicable, Customer shall provide to InductiveHealth data elements including protected health information in Customer’s jurisdiction, in accordance with the terms and conditions set forth in a Data Sharing Agreement and/or a Business Associate Agreement separate from these End User Terms.

Attachment 3

3. License Restrictions.

- a. Restrictions on assignment, transfers, and use. Except as expressly set forth in Section 2, Customer shall not: (a) assign, transfer, distribute, or sublicense the Software to any third party; (b) permit any third party to use the Software; (c) use the Software for the benefit of any third party other than the citizens in Customer's jurisdiction; (d) use the Software for any commercial purposes whatsoever.
- b. Restrictions on copying and reverse engineering. Except as expressly set forth in Section 2, Customer may not, in whole or in part, reproduce, modify, translate, reverse engineer, disassemble, de-compile, create derivative works based on, or remove any proprietary notices or labels on the Software without the prior written consent of InductiveHealth. Any use, reproduction, or redistribution of the Software not in accordance with the terms of these End User Terms is expressly prohibited.
- c. Proprietary Notices. Customer agrees to respect and not to remove, obliterate, or cancel from view any attribution notice, including copyright, trademark, and confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or output generated by the Software, and to reproduce and include same on each copy of the Software.

4. Protection of Proprietary Information.

- a. "Proprietary Information," for the purposes of this Section 4, means any information, including a formula, pattern, compilation, program, device, method, technique, or process that (i) derives independent economic value, actual or potential, from not being generally known to, and not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and (ii) subject to efforts by InductiveHealth or JHU/APL that are reasonable under the circumstances to maintain its secrecy. Proprietary Information shall not include information that: (x) is or becomes generally available to the public other than as a result of any disclosure or other action or inaction by Customer in breach of the Agreement or these End User Terms; (y) is or becomes known or available to Customer on a non-confidential basis from a source (other than InductiveHealth or JHU/APL) that, to the best of Customer's knowledge, is not prohibited from disclosing such information to Customer under any obligation of confidentiality to InductiveHealth or JHU/APL; or (z) is or was independently developed by Customer without violation of any obligation under the Agreement or these End User Terms.
- b. Ownership. InductiveHealth and JHU/APL shall retain all rights, title, and ownership in and to the Proprietary Information. The Agreement or these End User Terms shall not be construed to transfer or sell to Customer any rights, title, ownership, or other interest in or to any Proprietary Information, including the Software, except for the limited license granted hereunder.
- c. Confidentiality. Customer shall not, at any time, use, copy, sell, transfer, publish, disclose, display, or otherwise make available any Proprietary Information to any other person, firm, organization, or to any employee or agent of Customer who does not need to obtain access thereto in connection with Customer's exercise of its right under these End User Terms. Customer shall take reasonable steps to ensure that all individuals having access to the Proprietary Information observe and perform the obligations set

Attachment 3

forth in this Section 4. Customer agrees to notify InductiveHealth immediately of the possession, use or knowledge of all or part of any Proprietary Information by any person or entity not authorized by these End User Terms, to have such possession, use or knowledge.

- d. Exceptions to Confidentiality. Customer's obligations of confidentiality under this Section 4 shall not apply to any Proprietary Information that Customer is required to disclose under the New Hampshire Right-to-Know law codified at RSA 91-A, any other applicable law, or court order; provided, however, in the event that Customer is so required to disclose any Proprietary Information, then Customer must, to the extent practicable under the circumstances, promptly notify the InductiveHealth and JHU/APL of such obligation so that InductiveHealth or JHU/APL may seek to avoid or minimize the required disclosure.

5. Term and Termination.

- a. Term. The term of the license grant set forth in these End User Terms shall be as set forth in the Agreement (the "Term"), subject to the terms hereof.
- b. Termination. The Agreement may be terminated in accordance with Paragraph 9, Termination, of the General Provisions of the Agreement.
- c. Effects of Expiration/Termination. Upon termination of the Agreement for any reason and when the Term of this Agreement expires: (a) all license rights granted hereunder will terminate and revert to InductiveHealth or JHU/APL, as applicable; (b) Customer shall immediately discontinue use of the Software; and (c) within ten days thereafter, Customer shall either return to InductiveHealth or JHU/APL, as applicable all copies of the Software or certify in writing to that all copies or portions of such Software have been destroyed. The following sections of these End User Terms shall survive termination of these End User Terms: Section 4 (Protection of Proprietary Information), 5(c) (Effects of Termination), 6 (Audit Rights) and 8 (Miscellaneous).
- d. Effects of Termination of the InductiveHealth and JHU/APL License. Should InductiveHealth no longer have the ability to sublicense the Software, APL may, at APL's sole discretion, assume the rights and obligation of InductiveHealth with regard to the End User Terms.
6. **Audit Rights.** InductiveHealth (and its licensor JHU/APL), at its own expense, shall have the right at any time during the term of these End User Terms, and upon termination of these End User Terms, to request, in a manner consistent with reasonable business practices, documentation from the Customer identifying (i) the type, (ii) location, i.e., address, and (iii) network access limitations, of the machines having the Software installed thereon for the purpose of verifying whether Customer's use of the Software has been in compliance with the terms and conditions of these End User Terms. An authorized officer of the Customer shall certify in writing that such documents are a true and accurate record of Customer's use of the Software.
7. **Compliance with Third Party Terms and Conditions.** To the extent applicable:
- a. Customer agrees to comply with all applicable terms of the Amazon Web Services (AWS) Customer Agreement and the AWS GovCloud (US) Service Terms, which are available at <https://aws.amazon.com/agreement/> and <https://aws.amazon.com/service-terms/>, respectively, as may be amended from time to time.

Attachment 3

8. Miscellaneous.

- a. Assignment. Customer shall not assign or otherwise transfer these End User Terms and any rights granted therein without the prior written consent of InductiveHealth. Any attempt to assign in contravention of this Section shall be null and void and of no effect.
- b. Product Support. Customer acknowledges that they are limited to Contracting with JHU/APL and/or InductiveHealth to operate and/or support ESSENCE
- c. Relationship of the Parties. The relationship of the parties established by these End User Terms is solely that of independent contractors, and nothing contained in these End User Terms will be construed to: (a) give any party the power to direct or control the day-to-day activities of the other; (b) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (c) make either party an agent for the other for any purpose whatsoever. Except as specifically set forth in these End User Terms, neither party nor its agents or employees is the representative of the other for any purpose and neither has the power or authority to act as agent, to represent, act for, bind or otherwise create or assume any obligations on behalf of the other.
- d. Construction. These End User Terms may not be modified or amended except by a writing, which is signed by authorized representatives of each of the parties. The failure of either party to exercise any right or the waiver of either party of any breach will not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of these End User Terms. If any provision of these End User Terms is deemed invalid, illegal, or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of these End User Terms shall be valid and enforceable to the maximum extent possible. Captions are inserted only for convenience and are in no way to be construed as part of these End User Terms.
- e. Force Majeure. Neither party shall be considered in default or liable for any delay or failure to perform any provisions of these End User Terms if such delay or failure arises out of labor disputes, fire, casualties, acts of the public enemy, sovereign acts or regulations or any other similar causes beyond the reasonable control of the parties.
- f. Entire Agreement. The parties represent these End User Terms is the entire agreement between InductiveHealth, JHU/APL and Customer with respect to the subject matter of these End User Terms, and InductiveHealth and Customer agree that all other prior agreements, proposals, representations, and other understandings concerning these End User Terms, whether oral or written, are superseded and replaced in their entirety by these End User Terms.
- g. Compliance with Applicable Laws. Customer shall comply with all laws that may apply with respect to the import, export, manufacture, distribution, or use of the Software.
- h. Export Control. The Software is subject to export controls under the jurisdiction of the U.S. Department of Commerce. Customer shall comply with all applicable U.S. Export Control laws and regulations in connection with Customer's use of the Software. Customer shall not export or re-export the Software.

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WS

Attachment 3

- i. Third Party Software Notice. The Software utilizes certain software, including programs and/or libraries in object code form, which may be owned or controlled by a party other than InductiveHealth ("Third Party Software"). Any such Third Party Software is subject to the terms of its accompanying Third Party Software license.
- j. Limitation of Liability. To the fullest extent permitted by law, Customer's maximum aggregate liability for any claims arising from, or in any way related to, the Agreement or these End User Terms shall not exceed One Thousand Dollars and 00/100 (\$1,000.00). In addition, InductiveHealth agrees that in no event will Customer, together with its officials, agents, and employees, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if Customer had been advised, knew, or should have known of the possibility of such damages.
- k. Sovereign Immunity Preserved. Notwithstanding any terms and conditions set forth herein to the contrary, the Agreement or these End User Terms shall not be construed as a waiver of Customer's sovereign immunity, which is hereby reserved by Customer.
- l. Governing Law. The Parties acknowledge and agree that the Agreement, these End User Terms, and the rights, obligations, and liabilities of the Parties thereunder, including matters of construction, validity, and performance, shall be exclusively governed by the laws of the State of New Hampshire without regard to any choice of law or conflict of law, rules, or provisions (whether of the State of New Hampshire or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Hampshire.
- m. Consent to Jurisdiction and Venue. The Parties hereby irrevocably and unconditionally (a) submit to exclusive personal jurisdiction in the Superior Courts of the State of New Hampshire over any suit, action, or proceeding arising out of or relating to the Agreement or these End User Terms, and (b) waive any and all personal rights under the laws of any other state to object to jurisdiction within the Superior Courts of the State of New Hampshire. The Parties agree that the only proper venue for any suit, action, or proceeding arising out of or related to the Agreement or these End User Terms shall be in the state courts of the State of New Hampshire.

DS
WS

4/29/2024

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 INDUCTIVEHEALTH INFORMATICS LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on August 31, 2022. 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: 910256

Certificate Number: 0006662277



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Eric Whitworth, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of InductiveHealth Informatics, LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 6, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Wayne Sparks, CFO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of InductiveHealth Informatics, LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/8/2024

Eric Whitworth
Eric Whitworth (Apr 8, 2024 16:20 EDT)
Signature of Elected Officer
Name: Eric Whitworth
Title: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

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

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

PRODUCER Alliant Insurance Services, Inc. 32 Old Slip New York NY 10005	CONTACT NAME: Michael N. Hutchinson PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL: _____ ADDRESS: Michael.Hutchinson@alliant.com												
License#: 812008 FOREPAR-20	INSURER(S) AFFORDING COVERAGE												
INSURED Forefront TopCo, LLC 2870 Peachtree Rd. NW No. 9153304 Atlanta GA 30305	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Continental Casualty Company</td> <td style="width: 20%; text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER B : Continental Insurance Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER C : Houston Casualty Company</td> <td style="text-align: center;">35289</td> </tr> <tr> <td>INSURER D :</td> <td style="text-align: center;">42374</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Continental Casualty Company	NAIC #	INSURER B : Continental Insurance Company	20443	INSURER C : Houston Casualty Company	35289	INSURER D :	42374	INSURER E :		INSURER F :	
INSURER A : Continental Casualty Company	NAIC #												
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INSURER C : Houston Casualty Company	35289												
INSURER D :	42374												
INSURER E :													
INSURER F :													

COVERAGES **CERTIFICATE NUMBER: 849300829** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____			7013100375	2/1/2024	2/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COM/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COM/OP AGG	\$ 4,000,000		\$
EACH OCCURRENCE	\$ 2,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
MED EXP (Any one person)	\$ 10,000																				
PERSONAL & ADV INJURY	\$ 2,000,000																				
GENERAL AGGREGATE	\$ 4,000,000																				
PRODUCTS - COM/OP AGG	\$ 4,000,000																				
	\$																				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7013100375	2/1/2024	2/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			7013101087	2/1/2024	2/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			7013101235	2/1/2024	2/1/2025	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
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E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			
C	Cyber/Tech E&O/Professional			H23TG32342-01	7/2/2023	7/2/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Per Claim/Agg. Ded.</td> <td style="text-align: right;">\$5,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$50,000</td> </tr> </table>	Per Claim/Agg. Ded.	\$5,000,000		\$50,000										
Per Claim/Agg. Ded.	\$5,000,000																				
	\$50,000																				

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

Named Insured:
 Forefront TopCo, LLC
 Forefront Parent, LLC
 InductiveHealth Informatics, LLC
 Forefront MidCo, LLC
 Evidence of Insurance

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301-6505	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

2/2/2024

<p>THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.</p>			
PRODUCER NAME, CONTACT PERSON AND ADDRESS Alliant Insurance Services, Inc. 32 Old Slip New York, NY 10005		PHONE (A/C No, Ext): 516.660.1012	
FAX (A/C No):		E-MAIL ADDRESS: Michael.Hutchinson@alliant.com	
CODE:		SUB CODE:	
AGENCY CUSTOMER ID #: FOREPAR-20		LICENSE #: 812008	
NAMED INSURED AND ADDRESS Forefront TopCo, LLC 2870 Peachtree Rd. NW No. 9153304 Atlanta GA 30305		COMPANY NAME AND ADDRESS Continental Casualty Company	
ADDITIONAL NAMED INSURED(S)		NAIC NO: 20443	
IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH			
POLICY TYPE Property		POLICY NUMBER 7013100375	
LOAN NUMBER		CONTINUED UNTIL TERMINATED IF CHECKED	
EFFECTIVE DATE 02/01/2024		EXPIRATION DATE 02/01/2025	
THIS REPLACES PRIOR EVIDENCE DATED:			

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
 All locations, owned, leased, or otherwise, where collateral is located, stored or kept, whether permanent, temporary or in transit and whether now owned or See Attached...

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

COVERAGE INFORMATION		PERILS INSURED		BASIC	BROAD <input checked="" type="checkbox"/>	SPECIAL
COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ BPP \$1,071				DED: 250		
<input checked="" type="checkbox"/> BUSINESS INCOME	<input type="checkbox"/> RENTAL VALUE	YES	NO	N/A	IF YES, LIMIT: <input checked="" type="checkbox"/> Actual Loss Sustained; # of months: 12	
BLANKET COVERAGE				X	IF YES, indicate value(s) reported on property identified above: \$	
TERRORISM COVERAGE		X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X			
IS DOMESTIC TERRORISM EXCLUDED?			X			
LIMITED FUNGUS COVERAGE		X			IF YES, LIMIT: \$0,000	DED: 250
FUNGUS EXCLUSION (If "YES", specify organization's form used)				X		
REPLACEMENT COST		X				
AGREED VALUE		X				
COINSURANCE				X	IF YES, %	
EQUIPMENT BREAKDOWN (If Applicable)		X			IF YES, LIMIT: Included	DED: 250
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg		X			IF YES, LIMIT: Included	DED: 250
- Demolition Costs		X			IF YES, LIMIT: 25,000	DED: 250
- Incr. Cost of Construction		X			IF YES, LIMIT: Included Above	DED: 250
EARTH MOVEMENT (If Applicable)			X		IF YES, LIMIT:	DED:
FLOOD (If Applicable)			X		IF YES, LIMIT:	DED:
WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			IF YES, LIMIT: Included	DED: 250
NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X			IF YES, LIMIT: Included	DED: 250
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS				X		

CANCELLATION

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

ADDITIONAL INTEREST

<input type="checkbox"/> CONTRACT OF SALE	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input type="checkbox"/> LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/> MORTGAGEE			
NAME AND ADDRESS State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-6505			AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Forefront TopCo, LLC 2870 Peachtree Rd. NW No. 9153304 Atlanta GA 30305	
POLICY NUMBER 7013100375		EFFECTIVE DATE: 02/01/2024	
CARRIER Continental Casualty Company	NAIC CODE 20443		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 28 FORM TITLE: EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Named Insured List:
 Forefront TopCo, LLC
 Forefront Parent, LLC
 InductiveHealth Informatics, LLC
 Forefront MidCo, LLC

Evidence of Insurance

LOCATION/DESCRIPTION:

hereafter created or acquired.

2870 PEACHTREE RD NW # 9153304 ATLANTA, GA 30305