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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF FINANCE AND PROCUREMENT

Lori A. Weaver
Commissioner

Nathan White
Chief Financial Officer

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9546 1-800-852-3345 Ext. 9546
TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 5, 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 Finance and Procurement, to enter into a contract with Public Consulting Group LLC (VC#161843), Boston, MA, in the amount of $593,400 to develop and deploy a cost allocation system, a time and effort system, and a Random Moment Sampling system, to properly allocate costs in accordance with Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan, with the option to renew for up to five (5) additional years, effective July 1, 2024, upon Governor and Council approval through June 30, 2029. 50% Federal Funds. 50% General Funds.

Funds are available in the following accounts for State Fiscal Years 2025, and are anticipated to be available in State Fiscal Years 2026, 2027, 2028 and 2029, 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.

05-95-95-950010-50000000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, HHS:COMMISSIONERS OFFICE, OFFICE OF THE COMMISSIONER, COMMISSIONER'S OFFICE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	102-500731	Contracts for Program Svcs	95063306	$251,770
			Subtotal	***$251,770***

01-03-03-030010-76950000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, IT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	038-509038	Technology Software	03950121	$81,532
2027	038-509038	Technology Software	03950121	$83,048
2028	038-509038	Technology Software	03950121	$85,298
2029	038-509038	Technology Software	03950121	$91,752
			Subtotal	***$341,630***
			Total	**$593,400**

EXPLANATION

The purpose of this request is to enter into a contract for the development and deployment of a cost allocation system, a time and effort system, and a Random Moment Sampling system. These systems will allow the Department to properly allocate costs, in accordance with Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan.

The Contractor's cost allocation system will allow the Department to bill and receive in excess of $1 billion annually from federally funding sources. This software, in unison with the Random Moment Sampling service, will identify and accurately provide cost allocations for Department billing. The Contractor's cost allocation system will continue to improve the Department's administrative efficiency of processing the Public Assistance Cost Allocation Plan.

The Contractor will complete a review of all existing Department processes, specifically looking for areas where these processes can be streamlined and improved. Additionally, the Contractor will build the necessary reports, data imports, new data fields, and customize the Random Moment Sampling and time and effort solutions for the specific needs of the Department.

The Department will monitor services by:

- Holding weekly status meetings with the Contractor.
- Requesting bi-weekly status updates on deliverables and ensuring said deliverables are received in accordance with the terms of the contract.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from January 23, 2024, through March 8, 2024. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request the Department faces a diminished efficiency adhering to Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan, limiting the Departments ability to claim federal funds.

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

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

Respectfully submitted,

FOR Lori A. Weaver
Commissioner

Denis Goulet
Commissioner

RID Number: 87749

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

Project ID #	**RFP-2025-OCOM-01-COSTA (DoIT#2024-029)**
Project Title	**Cost Allocation Software Procurement**

	Maximum Points Available	Interactive Voice Applications	Public Consulting Group
Technical			
Proposed Software Solution	**400**	325	350
Vendor's Technical, Service and Project Management Experience	**250**	200	225
Vendor Company	**50**	40	47
Staffing Qualifications	**50**	45	45
Subtotal - Technical	**750**	**610**	**667**

If a Vendor fail to achieve the minimum Technical score stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.

Cost			
Vendor Cost	**250**	89	250
Subtotal - Cost	**250**	**89**	**250**
TOTAL POINTS	**1000**	**699**	**917**
TOTAL PROPOSED VENDOR COST		**$1,657,689**	**$593,400**

	Reviewer Name	**Title**
1	Nathan White	Chief Financial Officer
2	Mary Calise	Deputy Chief Financial Officer
3	Hannah Glines	Financial Reporting Admin II
4	Christine Ferwerda	Administrator III
5	Shawn Martin	BSA II
6	Beth Kelly	Financial Reporting Admin II
7	Denise Lee	BSA II
8	Gayleen Smith	Administrator III
9	Jennifer Olson	IS Lead, OCOM
11	Matthew Ensign	DHHS, Asst. IT Lead

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

Denis Goulet
Commissioner

June 7, 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 Public Consulting Group, LLC, as described below and referenced as DoIT No. 2024-029.

The purpose of this request is to provide services to develop and deploy a cost allocation system, a time and effort system, and a Random Moment Sampling system, to properly allocate costs in accordance with Uniform Guidance and the federally approved Public Assistance Cost Allocation Plan.

The Total Price Limitation shall be $593,400, effective upon Governor and Council approval through June 30, 2029.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-029
RID #87749

cc: Michael Williams, IT Manager, DoIT

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STATE OF NEW HAMPSHIRE

Department of Health and Human Services
Division of Finance

Cost Allocation Software Procurement
RFP-2025-OCOM-01-COSTA-01
(DoIT# 2024-029)

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2025-OCOM-01-COSTA (DoIT# 2024-029) COST ALLOCATION SOFTWARE PROCUREMENT
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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2025-OCOM-01-COSTA (DoIT# 2024-029) COST ALLOCATION SOFTWARE PROCUREMENT
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

1. 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 Public Consulting Group LLC		1.4 Contractor Address 148 State St 10th Fl Boston, MA 02109	
1.5 Contractor Phone Number (617) 717-1396	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2029	1.8 Price Limitation $593,400
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 DocuSigned by: Marc Staubley 40017792D4FC42B... Date: 6/12/2024		1.12 Name and Title of Contractor Signatory Marc Staubley Practice Area Director	
1.13 State Agency Signature DocuSigned by: Nathan White EBEE0498BB32490... Date: 6/12/2024		1.14 Name and Title of State Agency Signatory Nathan White Chief Financial Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 7467946445941450...		On: 6/12/2024	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2025-OCOM-01-COSTA (DoIT# 2024-029) COST ALLOCATION SOFTWARE PROCUREMENT
P37 GENERAL PROVISIONS

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 Failure to perform the Services satisfactorily or on schedule;
8.1.2 Failure to submit any report required hereunder; and/or
8.1.3 Failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar day's written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.
10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.
12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.
12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or

relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows :

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, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2024, upon Governor and Council approval("Effective Date").

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

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

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

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

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

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

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

9. TERMINATION

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, and with written notice, terminate the Agreement for any reason, in whole or in part. In the event of such termination, The Contractor must immediately stop all work hereunder

and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State shall be liable for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.2 Termination Procedure

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

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

a. Stop work under the Contract on the date, and to the extent specified, in the notice;

b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;

d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;

e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;

f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and

g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

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

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

1.6. Provision 10, Property Ownership/Disclosure, is updated with the following revision and addition:

10.3 Disclosure of data, information and other records shall be governed by *Exhibit E: DHHS Information Security Requirements* and/or other applicable law. Disclosure requires prior written approval of the State.

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

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

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

10.5.2 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;

10.5.3 Is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.

10.5.4 Is disclosed with the written consent of the disclosing Party.

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

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the

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

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

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

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

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

12.6.1 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

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

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

27. FORCE MAJEURE

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

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

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. GOVERNMENT APPROVALS

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

31. ORDER OF PRECEDENCE

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

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

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

iii. Vendor Proposal Response.

iv. Additional Contractor Provided Documents, if applicable.

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EXHIBIT B: STATEMENT OF WORK

The State of New Hampshire, Department of Health and Human Services, Division of Finance (hereinafter "State") and Public Consulting Group LLC (hereinafter "Contractor") hereby enters in a contract to develop and deploy a cost allocation system, a time and effort system (T&E), and Random Moment Sampling (RMS).

1. STATEMENT OF WORK

1.1. Contractor Responsibilities

1.1.1. The Contractor must ensure there are two quarters of overlap with this system and the State's current system.

1.1.2. The Contractor must begin the project with a complete review of all processes surrounding the data entry for the random moment samples, time and effort reporting, and processing of the cost plan.

1.1.3. The Contractor must ensure that State client/patient/employee protected health information (PHI), personal information (PI), or personally identifiable information (PII) is not accessed, collected, received, transmitted or viewed by the Contractor in support of this Contract.

1.1.4. If State client/patient/employee PHI, PI, or PII is accessed, collected, received, transmitted, or viewed by the Contractor or subcontractor the Contractor will report this as a security incident per *Exhibit E: DHHS Information Security Requirements*.

1.1.5. The Contractor must, in collaboration with the Department, review and document each step involved in the preparation of the cost plan, specifically looking for areas where current processes can be streamlined and improved.

1.1.6. The Contractor must ensure that specific information is gathered on all possible sources for importing the data that goes into the cost plan, including different manipulations that can/should be performed on the data, other types of data that might be added to the cost plan to help with pre- and post-processes, new reports including reports for the imported data plus any new types of data added to the cost plan, and new methods for gathering the data.

1.1.7. The Contractor must build the necessary reports, data imports, new data fields, and customize the RMS and time and effort solutions for the specific needs of the Department. Special attention must be given towards removing fractions of a cent within the allocations and transitioning away from the use of access-based reporting tools, specifically Financial Allocation and Reporting System (FARS). Output files from the solutions shall be in an .XLSX format. Test data shall be loaded for user-acceptance testing.

1.1.8. The Contractor must provide design, development, and implementation of the solution.

1.1.9. The Contractor must provide all maintenance and support of the solution, which may include the database and any other ancillary application that is required by the software solution, such as apache, tomcat, java, and SQL.

1.1.10. The Contractor must ensure their professional and technical staff completes the project in a timely manner and have sufficient skills and experience to perform the services assigned to them.

1.1.11. The Contractor must provide industry accepted customer engagement and project management methods and tools that are consistent with PMI standards and supported directly by individuals with relevant project management credentials and experience, providing regular status reports. The selected Vendor must utilize State standard tools, such as SmartSheet PM and Microsoft Teams Meetings.

1.1.12. During the term of the Agreement, the Contractor must maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that is legally required to perform the services. The Contractor must be responsible for maintaining all licensing required to support the environment of the system.

1.2. Contractor Requirements

1.2.1. The Contractor must provide a State user portal to support the creation and tracking of support tickets, bug fixes, enhancement requests, and production issues, such as Jira and GitHub.

1.2.2. The Contractor must provide sufficient environments for system design, testing, and production, including but not limited to a testing environment that is separate and distinct from the Contractor's development and QA environments for state users to conduct user acceptance testing and that actively mirrors the live production environment.

1.2.3. The Contractor must provide the State with electronic notification of planned and unplanned changes and updated digital user training and user manuals prior to implementation of changes.

1.2.4. The Contractor must provide up-to-date data dictionary and cross-reference tables.

1.3. Project Monitoring

The Contractor must perform ongoing project monitoring activities and must review and validate issues, deficiencies, and risks identified with the project. Project monitoring activities must include:

1.3.1. Providing personnel, processes, approaches, and tools to perform project and support services for the project.

1.3.2. Assessing and reporting overall project performance, extrapolating likely future project progress and success, and identifying any possible impediments to successful project completion.

1.3.3. Examining all project artifacts and documents to evaluate the effectiveness of the project management controls, procedures, and methodology.

1.3.4. Performing a detailed review of project deliverables for accuracy, completeness, and adherence to contractual and functional requirements.

1.3.5. Performing a detailed review of the system documentation, such as

Requirements, Design, Training, Test, and Management Plans, for accuracy and completeness.

1.3.6. Performing a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.

1.3.7. Reviewing the process for tracking of business and technical requirements to their source and reviewing the process established during the design phase for requirements traceability throughout the subsequent development, test, implementation, and operations and maintenance phases.

1.3.8. Reviewing the traceability of system requirements to design, code, test, and train.

1.3.9. Assessing the effectiveness of project communication.

1.3.10. Developing performance metrics that facilitate the tracking of progress/completion of project tasks and milestones.

1.3.11. Reviewing all project cost and expenditure documentation and making recommendations to the State for the efficient use of funds, including project cost savings where feasible and practicable.

1.3.12. Validating identified risks and issues and proposed response(s) and assessing the impact on the project's progress or success.

1.3.13. Reviewing statements of work, solicitations, and contracts to verify the alignment between requirements and solicited or contracted terms.

1.3.14. Ensuring project teams follow required standards, including, but not limited to, administrative rules, New Hampshire statutes, and federal requirements.

1.3.15. Assessing the project's Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.

1.3.16. Consulting with all stakeholders and assessing user involvement and buy-in regarding system functionality and the system's ability to meet State needs.

1.3.17. Developing performance metrics which allow tracking of project completion against established milestones.

1.3.18. Assessing and recommending improvement, as needed, to ensure software testing is being performed adequately through review of test plans or other documentation and through direct observation of testing where appropriate, including participation in and coordination of peer reviews.

1.3.19. Reviewing system hardware and software configuration and reporting on any compatibility and obsolescence issues.

1.4. Records Management

1.4.1. The Contractor must maintain the project monitoring documents necessary to manage and support the project (e.g., life-cycle management documents, status reports, risk analysis, change order requests, user guide manuals, etc.).

1.4.2. The Contractor must maintain recommendations documents, which must be available during project meetings and upon request, and must, upon request, be

supplied to the State at the conclusion of the project.

1.5. Administrative Responsibilities

The Contractor must:

1.5.1. Designate a contract manager to oversee the contract.

1.5.2. Designate a project manager to oversee the project, serve as the point of contact for the State, and communicate with and provide information to the State as required.

1.5.3. Perform all activities identified herein and provide all deliverables in the manner and timeframes described in the associated Agreement to the State's satisfaction.

1.5.4. Provide all administrative needs to support the project effort, including but not limited to travel, office services, equipment, such as personal computers, software, fax machines, and copiers, and any other special equipment or supplies for use by the selected Vendor's staff, unless other arrangements are made with the State.

1.5.5. Submit invoices in a manner prescribed by the Agreement.

1.5.6. Submit timesheets, if required by the State, in a manner prescribed by the State.

1.5.7. Provide a schedule and other project information/artifacts to the State for incorporation into project documentation.

1.5.8. Schedule requests for information and meetings so as to minimize the impact on State staff, project stakeholders, and the project team.

1.5.9. Respond to inquiries or requests from the State within specified timeframes.

1.5.10. Produce all documentation using the document, spreadsheet, and diagram standards specified by the State.

1.5.11. Provide final copies of all deliverables, reports, and other artifacts, as specified, in electronic format for archive purposes.

1.5.12. Provide sufficient contact telephone numbers, for use during normal business hours, and e- mail addresses to facilitate communication. For the purposes of this project, normal business hours are defined as Monday through Friday, 8:00am to 5:00pm, Eastern Standard Time (EST), excluding State of New Hampshire observed holidays.

2. TECHNICAL REQUIREMENTS

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

3. DELIVERABLE, ACTIVITY, OR MILESTONE

3.1. The Contractor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in Exhibit G, Attachment 1 – IT Requirements Workbook, Activity/ Deliverables/ Milestones.

4. HELPDESK SUPPORT

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

4.2. The Contractor must provide Help Desk support during the hours of 8:00 a.m. to 5:00 p.m. Eastern Standard Time Monday through Friday. In addition, the Contractor must provide such technical support for the States' fiscal year end process whether those dates fall on a weekday or a weekend between June 30th and July 16th.

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

5. INTERFACES

5.1. The Contractor must provide an intuitive user interface that minimizes data entry, verifies entered data values against specified data type and format, and avoids duplicate entry of same information. The solution must interface with existing Department software such its financial system, NH FIRST and the EDW. The solution must also interface with the Department's current FARS database until a plan for a phase-out of the FARS can be implemented.

6. DATA MIGRATION

6.1. The Contractor must provide system development, transition, data migration, and maintenance of the new cost allocation system. This includes development and maintenance of two-way interfaces with other systems used by the Department.

7. IMPLEMENTATION SERVICES

7.1. The Contractor must employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work / Project Plan:

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

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

7.4. The Contractor shall adopt an Implementation time-line aligned with the State's required time-line.

8. MEETINGS & REPORTING

8.1. The Contractor must participate in the following meetings:

8.1.1. Kickoff Meeting: This meeting is to establish a sound foundation for activities that will follow.

8.1.2. Status Meetings: These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget.

8.1.3. The Work Plan: must be reviewed at each Status Meeting and updated, at minimum, on a bi-weekly basis, in accordance with the Contract.

8.1.4. Special Meetings: Need may arise for a special meeting with State leaders or

Project stakeholders to address specific issues.

8.1.5. Exit Meeting: Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

8.2. The Contractor must attend and participate in all project meetings and events, and must provide updates and summary presentations of all report content.

8.3. The Contractor must provide presentations for stakeholders or government leaders when requested by the State.

9. TRAINING

9.1. The Contractor must prepare and present on-site training on their solutions for cost allocation, random moment sampling and time and effort reporting. The selected vendor must also compile a written training manual.

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

10. PAYMENT CARD PROCESSING SERVICES

10.1. Not Applicable.

11. TESTING & ACCEPTANCE SERVICES

11.1. The Contractor must support the State and the New Hampshire Department of Information Technology (DoIT) to test and use the software solution. User acceptance testing signoff by the State must occur before go-live.

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

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

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

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

12. MAINTENANCE, OPERATIONS AND SUPPORT

12.1. System Maintenance

12.1.1. The Contractor must maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must 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.

12.1.2. The Contractor must provide maintenance of any ancillary software that their application requires to function.

12.2. System Support

12.2.1. 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.

12.2.2. 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:

12.2.2.1. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and one (1) day a week with an email / telephone response within one (1) hour of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;

12.2.2.2. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

12.3. Support Obligations

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

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

12.3.3. For all maintenance activities, The Contractor must ensure the following information will be collected and maintained:

a. nature of the Deficiency;

b. current status of the Deficiency;

c. action plans, dates, and times;

d. expected and actual completion time;

e. Deficiency resolution information;

f. resolved by;

g. identifying number i.e. work order number; and

h. issue identified by.

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

a. mean time between Reported Deficiencies with the Software;

b. diagnosis of the root cause of the problem; and

c. identification of repeat calls or repeat Software problems.

12.3.5. If the Contractor fails to correct a Deficiency, The Contractor must 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.

13. DATA PROTECTION

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

14. DATA LOCATION

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

15. PRIVACY IMPACT ASSESSMENT (PIA)

15.1. 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:

15.1.1. How PII is gathered and stored;

15.1.2. Who will have access to PII;

15.1.3. How PII will be used in the system;

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

15.1.5. Privacy practices.

15.2. 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.

16. BACKGROUND CHECKS

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

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

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

17. FEDERAL DATA

17.1. If this Contract requires the Contractor to access, handle or view federal data under the State's custodianship to fulfill its contractual obligations. As a condition of the State's electronic data exchange and/or computer/data matching agreements with its various federal partners the State is required to safeguard the confidentiality, integrity, and availability of the federal information provided through the agreement from unauthorized access and improper disclosure, as well as adhere to NIST 800-53 (latest version).

17.2. The State will provide the Security Requirements and Procedures for the applicable federal agency or agencies to the Contractor to assist in meeting its federal safeguarding requirements. In addition to the NH DHHS Information Security Requirements Exhibit, the provided federal agency security document(s) will provide a detailed description of management, operational and technical controls required. The foundations for the requirements are the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, the Privacy Act of 1974 and federal agency's own policies, procedures, and directives.

18. DATA INTEGRATION AND INGESTION

18.1. The Contractor must, provide the professional services and daily (minimum once per day) automated ability to export and/or provide direct data connection access all of the data maintained by the system and if needed delivered to the State via sFTP per Exhibit E: *DHHS Information Security Requirements*, or another secured methodology mutually agreed upon by both parties and approved by the States' Information Security Office. Additionally, a data dictionary and model must be provided for any data being provided to the State.

18.2. The Contractor must provide the professional services and daily (minimum once per day) automated ability to export and/or provide direct data connection access to all of the data maintained by the system, and if needed delivered to the State via Secure File Transfer Protocol (SFTP) per Exhibit E: DHHS Information Security Requirements, or another secured methodology mutually agreed upon by both parties and approved by the State's Information Security Office. Additionally, a data dictionary and model must be provided for any data being provided to the State.

19. CONTRACT END OF LIFE TRANSITION SERVICES

19.1. General Requirements

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

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

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

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

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

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

19.2. Completion of Transition Services

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

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

19.3. Disagreement over Transition Services Results

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

20. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

20.1. 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:

20.1.1. 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;

20.1.2. 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;

20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

20.1.4. 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;

20.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;

20.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;

20.1.7. 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";

20.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and

20.1.9. Agree when utilizing the State's email system:

20.1.9.1. To only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

20.1.9.2. Include in the signature lines information identifying the End User as a non-state workforce member; and

20.1.9.3. 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."

20.2. The 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:

20.2.1. Complete the State's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.

20.2.2. 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.

20.2.3. Only access the State' intranet to view the Department's Policies and Procedures and Information Security webpages.

20.3. The 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.

20.4. The 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 or designee immediately.

21. WORKSPACE REQUIREMENT

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

22. WEBSITE AND SOCIAL MEDIA

22.1. The Contractor must agree if performance of services on behalf of the State involves using social media or a website to solicit information of individuals that is Confidential Data. The Contractor must work with the State's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies.

22.2. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Data is subject to DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

22.3. State of New Hampshire's Website Copyright

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

23. DELIVERABLE REVIEW AND ACCEPTANCE

23.1. Non-Software and Written Deliverables Review and Acceptance

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

Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

23.2. Software Deliverables Review and Acceptance

23.2.1. 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.

23.3. Number of Deliverables

23.3.1. 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 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.

23.4. Conditional and Unconditional Acceptance

23.4.1. 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.

24. CHANGE ORDER / CHANGE MANAGMENT

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

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

24.3. 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.

24.4. 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.

25. PROJECT MANAGEMENT

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

25.2. 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.

25.3. The Contractor Key Project Staff

25.3.1. The Contractor's Contract Manager

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

25.3.2. The Contractor's Project Manager

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

25.3.3. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

25.3.3.1. The Contractor's Project Manager's duties shall include the following:

a. Leading the Project;

b. Managing significant issues and risks;

c. Review and approval of Change Orders;

d. Managing stakeholders' concerns.

25.4. The State Key Project Staff

25.4.1. The State Contract Manager

25.4.1.1. 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:

Hannah Glines, Financial Reporting Administrator II
Hannah.Glines@dhhs.nh.gov
603-271-9043

25.4.2. The State Project Manager

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

Christine Ferwerda
Christine.Ferwerda@dhhs.nh.gov
603-271-9696

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

a. Leading the Project;

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

c. Managing significant issues and risks;

d. Reviewing and accepting Contract Deliverables;

e. Invoice sign-offs;

f. Review and approval of Change Orders;

g. Managing stakeholders' concerns.

26. WORK / PROJECT PLAN

26.1. The Contractor's Project Manager and the State Project manager shall finalize the Work / Project Plan within Thirty (30) days of the Effective Date and further refine the tasks required to implement the Project. Continued development and management of the Work / Project Plan is a joint effort on the part of the Contractor and State Project Managers. The Contractor must update the Work / Project plan no less than every two weeks, and review status and changes with the State's Project Manager.

26.2. The preliminary Work / Project plan created by the Contractor and the State is set forth in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.

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

27. CONTRACT WARRANTIES AND REPRESENTATIONS

27.1. System

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

27.2. Software

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

27.2.2. 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 must:

27.2.2.1. 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

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

27.2.2.3. 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.

27.3. Compatibility

27.3.1. The 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.

27.4. Services

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

28. SOFTWARE AGREEMENT

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

29. ADMINISTRATIVE SERVICES

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

30. TERMS AND DEFINITIONS

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

31. CONTRACTOR'S CERTIFICATES

31.1. Required Contractor Certificates are attached in Exhibit G.

Remainder of this page intentionally left blank

EXHIBIT C: PAYMENT TERMS

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

5.1. Invoices may be sent to:

Email: Christine.Ferwerda@dhhs.nh.gov
Mail: Christine Ferwarda, Administrator III
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

6. PAYMENT ADDRESS

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

7. OVERPAYMENTS TO THE CONTRACTOR

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

8. CREDITS

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

9. PROJECT HOLDBACK

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

10. PAYMENT SCHEDULE

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

10.1. Deliverables / Activities / Milestones

10.1.1. See Exhibit G Attachment 1 - IT Requirements Workbook, which shall not exceed $205,204.

10.2. Software Operations, Maintenance, and Support Pricing Worksheet

APPENDIX E: TABLE 4 SOFTWARE OPERATIONS, MAINTENANCE AND SUPPORT PRICING WORKSHEET						
SOFTWARE NAME	**State Fiscal Year 2024 (G&C Approval– June 30, 2024)**	**State Fiscal Year 2025 (July 1, 2024 – June 30, 2025)**	**State Fiscal Year 2026 (July 1, 2025 – June 30, 2026)**	**State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)**	**State Fiscal Year 2028 (July 1, 2027 – June 30, 2028)**	**State Fiscal Year 2029 (July 1, 2028 – June 30, 2029)**
AlloCAP™	$0	$13,182.00	$26,364.00	$26,940.00	$27,500.00	$28,700.00
EasyRMTS™	$0	$9,994.00	$19,988.00	$20,530.00	$21,698.00	$22,702.00

AlloTrac™	$0	$8,590.00	$17,180.00	$17,578.00	$18,100.00	$19,150.00
TOTAL PER SFY	$0	$31,766.00	$63,532.00	$65,048.00	$67,298.00	$70,552.00
TOTAL						$298,196.00

10.3. Hosting Pricing

TABLE 5						
HOSTING DETAIL PRICING WORKSHEET						
HOSTING DESCRIPTION	State Fiscal Year 2024 (G&C Approval– June 30, 2024)	State Fiscal Year 2025 (July 1, 2024 – June 30, 2025)	State Fiscal Year 2026 (July 1, 2025 – June 30, 2026)	State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)	State Fiscal Year 2028 (July 1, 2027 – June 30, 2028)	State Fiscal Year 2029 (July 1, 2028 – June 30, 2029)
AlloCAP™	$0	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
EasyRMTS™	$0	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
AlloTrac™	$0	$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
TOTAL PER SFY	$0	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00
TOTAL						$90,000.00

10.4. Implementation Pricing Summary

TABLE 7		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	$205,204.00
2	Hardware Pricing (Total from Hardware Pricing Worksheet)	$0
3	Software License Pricing (Total from Software License Pricing Worksheet)	$0
4	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	$298,196.00
5	Hosting Pricing (Total from Hosting Detail Pricing Worksheet)	$90,000.00
6	Other Pricing (Total from Other Cost Pricing Worksheet)	$0
GRAND TOTAL		**$593,400.00**

10.5. Contractor Staff, Resource Hours and Rates Worksheet

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
RFP-2025-OCOM-01-COSTA (DoIT# 2024-029) COST ALLOCATION SOFTWARE PROCUREMENT
EXHIBIT C: PAYMENT TERMS

APPENDIX E: TABLE 8					
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET					
Key Staff	ENGAGEMENT MANAGER	PROJECT MANAGER	AlloCAP™ & AlloTrac™ SYSTEM LEAD	EasyRMTS™ SYSTEM LEAD	TECHNICAL ADVISOR
Planning And Project Management	24	60	40	40	40
Testing	2	24	40	40	40
System Deployment	8	10	30	20	30
Operations	40	70	20	20	20
Total Hours	74	164	130	130	130
Hourly Rate	$330	$295	$220	$175	$200
Vendor Resource Price Total (Hours X Rate)	$24,420	$48,380	$28,600	$22,750	$26,000

TABLE 8				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
Project Staff	TECHNICAL ADVISOR	PROJECT SUPPORT	PROJECT SUPPORT	DEVELOPERS
Planning and Project Management	30	80	80	
Testing		40	40	80
System Deployment		20	20	150
Operations	20	120	130	
Total Hours	50	260	270	230
Hourly Rate	$225	$250	$195	$150
Vendor Resource Price Total (Hours x Rate)	$11,250	$65,000	$52,650	$34,500

10.6. Total Cost

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

TABLE 9					
TOTALS BY STATE FISCAL YEAR					
State Fiscal Year 2025 (July 1, 2024 – June 30, 2025)	**State Fiscal Year 2026 (July 1, 2025 – June 30, 2026)**	**State Fiscal Year 2027 (July 1, 2026 – June 30, 2027)**	**State Fiscal Year 2028 (July 1, 2027 – June 30, 2028)**	**State Fiscal Year 2029 (July 1, 2028 – June 30, 2029)**	**Total**
$251,770	$81,532	$83,048	$85,298	$91,752	$593,400
GRAND TOTAL					**$593,400**

10.7. Future Contractor Rates Worksheet

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

APPENDIX E: TABLE 10					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	**SFY 2025**	**SFY 2026**	**SFY 2027**	**SFY 2028**	**SFY 2029**
Engagement Manager (Key)	$330	$335	$340	$345	$350
Project Manager (Key)	$295	$300	$305	$310	$315
AlloCAP™ & AlloTrac™ System Lead (Key)	$220	$227	$233	$240	$247
EasyRMTS™ System Lead (Key)	$175	$181	$187	$193	$199
Technical Advisor 1	$225	$232	$239	$247	$254
Technical Advisor 2 (Key)	$200	$206	$212	$219	$226
Project Support 1	$250	$258	$266	$274	$285
Project Support 2	$195	$201	$207	$213	$220
Developers	$150	$155	$160	$166	$172
TOTAL	N/A	N/A	N/A	N/A	N/A

Remainder of this page intentionally left blank

EXHIBIT D: SOFTWARE LICENSE AGREEMENT

Contractor licenses the following software systems that are proprietary to Contractor: the AlloCAP™ System, the EasyRMTS™ system, and the AlloTrac™ System (collectively, the "Proprietary Software") subject to the terms outlined in the Software License Agreement as set forth below:

1. LICENSE GRANT

1.1. Subject to the terms and conditions of this License Agreement, and payment of applicable license fees, Contractor hereby grants to the State a non-exclusive, non-transferable right and license during the Term of the Agreement only to access via the Internet and use the Proprietary Software.

1.2. Contractor also grants a non-exclusive, royalty-free license under Contractor's copyrights in its Documentation during the Term to incorporate Contractor's Documentation, in whole or in part, into other written materials prepared by or for the State with respect to the Proprietary Software; and to reproduce and distribute modified and original versions of Contractor's Documentation, in hard copy or in an on-line format, as part of the State's Documentation for the use of the Proprietary Software, and, if such State's Documentation is in an on-line format, allow an authorized user of the State ("State Users") to make print copies of the same.

1.3. **Restrictions on License Grant**

1.3.1. The State shall not use or grant to any person or entity other than authorized State Users the right to use the Proprietary Software. The State and State Users shall not distribute, market, or sublicense the Proprietary Software.

1.3.2. The State shall ensure that appropriate proprietary notices indicating Contractor's Intellectual Property Rights in the Proprietary Software and related Documentation are placed on all copies of written materials distributed by the State relating thereto. Examples of such documentation include training materials and manuals.

1.3.3. The State shall not distribute or knowingly permit distribution of the Proprietary Software documentation or intellectual property to any individual or organization that is not part of the State or an authorized State User.

1.3.4. The State shall not transfer or permit access to the Proprietary Software to any third party or permit any State User to transfer or allow access the Proprietary Software to any unauthorized person.

1.3.5. The State shall not decompile, disassemble, or otherwise attempt to reverse engineer the Proprietary Software or any portion thereof and shall not permit any State User to decompile, disassemble, or otherwise attempt to reverse engineer the Proprietary Software or any portion thereof.

2. PROPRIETARY RIGHTS

2.1. Title, right, and interest (including all ownership and intellectual property rights) in the Proprietary Software provided under this agreement, and its associated documentation, shall remain with the Contractor. No right to use, print, copy, distribute, integrate, or display the Proprietary Software, in whole or in part, is granted in this agreement, except as is explicitly provided in this agreement. Nothing contained in this License Agreement will directly or indirectly be construed to assign or grant to the State any right, title, or interest in or to Contractor's Intellectual Property Rights or other rights in and to the Proprietary Software or Contractor's Trademarks.

2.2. The State acknowledges that Contractor is and shall remain the owner of all right, title, and interest in and to each of Contractor's Trademarks (defined as all trademarks, trade names, service marks, and logos now owned or hereinafter acquired, and all other trademarks, trades names, service marks, and logos identifying or used in connection with Contractor's product or service offerings, whether or not registered under the laws of a particular jurisdiction or territory) in any form or embodiment thereof, and is also the owner of all goodwill associated with Contractor's Trademarks. .

2.3. Contractor acknowledges the State owns all of the data inputted by each State User and any and all reports produced as a result of using the Proprietary Software.

3. SOFTWARE AND DOCUMENTATION COPIES

3.1. The Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software's associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

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 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;

4.1.3. Cause or permit reverse engineering, disassembly, decomplication, or recompilation of the Proprietary Software;

4.1.4. Circumvent, or knowingly permit third parties to circumvent, any security or other protections within the Proprietary Software.

4.2. Contractor reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its Intellectual Property Rights in the Proprietary Software.

5. ACCESS TO PROPRIETARY SOFTWARE

5.1. Contractor will provide access to the Proprietary Software to State via a private account accessed through the Internet, from which the State will be capable of using the Proprietary Software as permitted by this agreement. Contractor will not provide the Internet connectivity to the State, and obtaining and maintaining such connectivity will be the sole responsibility of the State. If there are connectivity issues in accessing the platform, the Contractor must provide technical support to the State and must work collaboratively with the State to mutually seek resolution. Contractor will, as soon as practicable, provide the State with advance notice of each New Release, Upgrade, or Update, and provide notice whether such New Release, Upgrade, or Update will be provided via the Internet.

6. VIRUSES

6.1. Contractor shall provide the Proprietary Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Proprietary 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.

7. AUDIT

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

8. SOFTWARE NON-INFRINGEMENT

8.1. .Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Proprietary Software, including any and all component parts thereof such as third-party software or programs that may be embedded in the Proprietary 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.

8.2. 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, Contractor shall defend and indemnify the State against the claim provided that the State:

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

8.2.2. Gives Contractor control of the defense and any settlement negotiations; and

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

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

8.4. If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, 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, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

9. CONTROL OF ALL COMPONENT ELEMENTS

9.1. 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.

10. WARRANTIES AND DISCLAIMER

10.1. Contractor represents and warrants that, Proprietary Software will operate in accordance with the applicable Documentation, provided that the Proprietary Software is operated in compliance with such Documentation. Under no circumstances will Contractor be responsible for the State's hardware, software, browsers, or Internet connections that provide access to the Proprietary Software. If there are connectivity issues in accessing the platform, the Contractor must provide technical support to the State and must work collaboratively with the State to mutually seek resolution. Contractor shall use reasonable efforts to maintain the Proprietary Software and to correct any problems that may arise with the use of the each of the Proprietary Software systems.

10.2. CONTRACTOR SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO EACH OF THE PROPRIETARY SOFTWARE SYSTEMS PROVIDED UNDER THIS LICENSE AGREEMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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EXHIBIT E: ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

TABLE E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Engagement Manager	Project Manager	Five (5) Business Days
First	Project Manager	Finance Director	Ten (10) Business Days
Second	System Lead	Deputy Chief Finance Officer	Fifteen (15) Business Days
Third	Director	Chief Finance Officer	Twenty (20) Business Days

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

2. ACCESS AND COOPERATION

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

3. RECORD RETENTION

3.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the

performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

4. ACCOUNTING

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

5. AUDIT

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

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EXHIBIT F: TERMS AND DEFINITIONS

Term	Definition
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements.
Contract	An agreement between the State of New Hampshire and a Vendor which creates binding obligations for each party to perform as specified in the contract documents. Contract documents include the State P-37 General Provisions, and all Exhibits and attachments, which represent the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as "Confidential Data" within Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements.
Data Breach	The definition for this term is located in Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.

Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Personal Information	The definition for this term is located in Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, SAAS and/or COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State 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 not defined as "Confidential Data" within Appendix I- Example Contract And Exhibits - Exhibit E: DHHS Information Security Requirements
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Subscription	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
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 Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work / Project Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix B: *Business/Technical Requirements and Deliverables*. The Work / Project Plan must include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. DHHS ATTACHMENTS

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

2. CONTRACTOR CERTIFICATES

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

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:

   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The Contractor's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations

occurring in the workplace;

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

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

1.4.1. Abide by the terms of the statement; and

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

1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
1B017F2E04F0420...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to

file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
00B7A2C6FC2B...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION C: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. INSTRUCTIONS FOR CERTIFICATION

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

1.2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

1.3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

1.5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

1.6. The prospective primary participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

1.7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

1.8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible,

or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

1.9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

2. PRIMARY COVERED TRANSACTIONS

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

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

2.2. Have not within a three-year period preceding this proposal (grant agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

2.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2.5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

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

3.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (grant agreement).

3.3. The prospective lower tier participant further agrees by submitting this proposal (grant agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

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

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

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

1. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
2. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
3. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
4. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
5. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
6. the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
7. the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
8. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
9. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National

Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
4201F7922AFC425...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
5001792E1B3428...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $30,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $30,000 or more. If the initial award is below $30,000 but subsequent grant modifications result in a total award equal to or over $30,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

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

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

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

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

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

1. The UEI (SAM.gov) number for your entity is: TPJKF9K5HNL5
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2)

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

X NO ___ YES

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

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

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

___ NO ___ YES

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

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

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by: Marc Staubley

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

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DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

1. DEFINITIONS

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

1.1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

1.2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

1.3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

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

1.5. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

1.7. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

1.8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not

adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

1.9. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

1.10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

1.11. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

1.12. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

1.13. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

2. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

2.1. Business Use and Disclosure of Confidential Information.

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

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

2.1.3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

2.1.4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

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

2.1.6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

3. METHODS OF SECURE TRANSMISSION OF DATA

3.1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

3.2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3.3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

3.4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

3.5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

3.6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

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

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

3.9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.

3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

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

4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

4.2. Retention

4.2.1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.

4.2.2. The Contractor agrees to ensure proper security monitoring capabilities are in place to

detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

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

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

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

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

4.3. Disposition

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

4.3.2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.

4.3.3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

5. PROCEDURES FOR SECURITY

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

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

5.1.2. The Contractor will maintain policies and procedures to protect Department

confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

5.1.4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

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

5.1.6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

5.1.7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

5.1.8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

5.1.9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

5.1.10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.

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

5.1.12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but

not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

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

5.1.14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

5.1.15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.

5.1.16. The Contractor must ensure that all End Users:

5.1.17. Comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

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

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

6. LOSS REPORTING

6.1. The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section 6.

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

6.3. Identify Incidents;

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

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

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

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

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

7. PERSONS TO CONTACT

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
4001779204FC428...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Nathan White
E8EE0390B32449...

NAME: Nathan White
TITLE: Chief Financial Officer
DATE: 6/12/2024

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

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

1. DEFINITIONS.

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

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

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

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

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

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

1.7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

1.8. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

1.9. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

1.10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

1.11. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

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

1.14. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

1.15. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

1.16. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

2. BUSINESS ASSOCIATE USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION.

2.1. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2.2. Business Associate may use or disclose PHI:

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

2.3. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

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

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE.

3.1. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected

health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

3.2. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
   a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
   b. The unauthorized person used the protected health information or to whom the disclosure was made;
   c. Whether the protected health information was actually acquired or viewed
   d. The extent to which the risk to the protected health information has been mitigated.

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

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

3.5. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

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

3.7. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

3.8. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

3.9. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

3.10. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

3.11. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to

provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

3.12. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3.13.

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

4. OBLIGATIONS OF COVERED ENTITY

4.1. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

4.2. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section

4.3. 164.506 or 45 CFR Section 164.508.

4.4. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

5. TERMINATION FOR CAUSE

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

6. MISCELLANEOUS

6.1. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Appendix I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

6.2. Amendment: Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

6.3. Data Ownership: The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

6.4. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

6.5. Segregation: If any term or condition of this Appendix I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Appendix I are declared severable.

6.6. Survival: Provisions in this Appendix I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

CONTRACTOR NAME: Public Consulting Group LLC

DocuSigned by:
Marc Staubley
CC177920-FC-28...

NAME: Marc Staubley
TITLE: Practice Area Director
DATE: 6/12/2024

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DocuSigned by:
Nathan White
E0EE0488602440...

NAME: Nathan White
TITLE: Chief Financial Officer
DATE: 6/12/2024

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APPLICATION REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard
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	Standard
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
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	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
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	Standard
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
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	Standard
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard
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	Standard
A2.13	All logs must be kept for (7 years).	M	Yes	Standard
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	Standard
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard
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	Standard

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A2.21	logs must be configured using "failsafe" configurations. 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	Standard
		TESTING REQUIREMENTS		
	State Requirements		Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
APPLICATION SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard
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	Standard
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	Standard
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard
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	Standard
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard
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	Standard
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard
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	Standard
T1.12	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	Standard
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	Standard
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	Standard
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard
	STANDARD TESTING			

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T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard
	HOSTING-CLOUD REQUIREMENTS			
	State Requirements		**Vendor**	
Req #	**Requirement Description**	**Criticality**	**Vendor Response**	**Delivery Method**
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard
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	Standard
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard
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	Standard
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	Standard
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard
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	Standard
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	Standard
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard

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H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard
HOSTING SECURITY				
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard
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	Standard
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	Standard
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	Standard
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	Standard
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	Standard
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	Standard
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	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:00am to 5:00pm- Monday through Friday EST.	M	Yes	Standard
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard
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	Standard

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H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
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	Standard
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
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	Standard
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	Standard
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	Standard

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
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	Standard
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff during essential timeframes the State team works including but not limited to Eastern Standard time zone between the hours of 8 AM and 5 PM. The vendor must provide such technical support for the States' fiscal year end process whether those dates fall on a weekday or a weekend between June 30th and July 16th.	M	Yes	Standard
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard

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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	Standard
S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
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	Standard
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	Standard

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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	Standard
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	Standard
S1.15	The Vendor shall agree to use a secure FTP site provided by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard

PROJECT MANAGEMENT

State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
PROJECT MANAGEMENT				
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (EXCEL and/or WORD format online in a shared repository.)	M	Yes	Standard
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	Standard
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Work Plan. Virtual meetings may be permitted if approved by DHHS.	M	Yes	Standard
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	Standard
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	Standard
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	Standard
P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan.	M	Yes	Standard

WEBSITE AND SOCIAL MEDIA MANAGEMENT

State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
PROJECT MANAGEMENT				
W1.1	The Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.	M	Yes	Standard

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET				
	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	No later than 7/5/2024	$2,185.00
2	Work Plan	Written	Initial finalized work plan no later than 7/15/2024 with bi-weekly updates	$1,492.00
3	Attestation of background check	Written	No later than 7/31/2024	No charge
4	Project Status Reports	Written	Bi-weekly 7/1/2024 - 9/30/2024 Monthly starting October 2024	$4,975.00
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	No later than 7/31/2024	No charge
6	Information Security Plan (ISP)	Written	No later than 7/31/2024	No charge
7	Communications and Change Management Plan	Written	No later than 7/31/2024	No charge
8	Software Configuration Plan	Written	No later than 7/31/2024	$1,492.00
9	Systems Interface Plan and Design/Capability	Written	No later than 7/31/2024	No charge
10	Testing Plan	Written	No later than 7/31/2024	$1,492.00
11	Data Conversion Plan and Design	Written	No later than 7/31/2024	$1,492.00
12	Deployment Plan	Written	No later than 7/31/2024	No charge
13	Comprehensive Training Plan and Curriculum	Written	AlloCAP™: 12/31/2024 EasyRMTS™: 9/15/2024 AlloTrac™: 9/15/2024	$6,000.00
14	End User Support Plan	Written	AlloCAP™: 12/31/2024 EasyRMTS™: 9/15/2024 AlloTrac™: 9/15/2024	$1,492.00
15	Business Continuity Plan	Written	No later than 7/31/2024	No charge
16	Documentation of Operational Procedures	Written	No later than 7/31/2024	$2,400.00
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	No later than 7/31/2024	No charge
18	Data Protection Impact Assessment (DPIA)	Written	No later than 7/31/2024	No charge

Contractor Initials: MS Date: 6/12/2024

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	No later than 7/31/2024	No charge
20	Disaster Recovery Plan (DRP)	Written	No later than 7/31/2024	No charge
INSTALLATION				
21	Provide Software Licenses if needed	Written	Unlimited licenses automatically come with the software	No charge
22	Provide Fully Tested Data Conversion Software	Software	AlloCAP™: 12/6/2024 EasyRMTS™: 10/31/2024 AlloTrac™: 10/31/2024	$117,390.00
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	AlloCAP™ : 12/23/2024 EasyRMTS™: 12/27/2024 AlloTrac™: 12/27/2024	Included in #22
TESTING				
24	Conduct Integration Testing	Non-Software	AlloCAP™ : 11/1/2024-11/22/2024 EasyRMTS™: 10/1/2024-10/31/2024 AlloTrac™: 10/1/2024-10/31/2024	$6,325.00
25	Conduct User Acceptance Testing	Non-Software		$6,325.00
26	Perform Production Tests	Non-Software		$5,060.00
27	Test In-Bound and Out-Bound Interfaces	Software		$4,500.00
28	Conduct System Performance (Load/Stress) Testing	Non-Software		$3,000.00
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	No later than 7/31/2024	No charge
30	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	No later than 7/31/2024	No charge
31	Security Authorization Package	Written	No later than 7/31/2024	No charge
SYSTEM DEPLOYMENT				

32	Converted Data Loaded into Production Environment	Software	AlloCAP™ : 11/25/2024-12/06/2024 EasyRMTS™: 11/1/2024-12/27/2024 AlloTrac™: 11/1/2024-12/27/2024	$5,200.00
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	AlloCAP™: 12/6/2024 EasyRMTS™: 10/31/2024 AlloTrac™: 10/31/2024	$3,400.00
34	Conduct Training	Non-Software	AlloCAP™: 12/2/2024-12/31/2024 EasyRMTS™: 9/15/2024-12/31/2024 AlloTrac™: 9/15/2024-12/31/2024	$20,864.00
35	Cutover to New Software	Non-Software	Concurrent with PCG systems and prior vendor systems: 1/1/2025-6/30/2025. Full cutover to PCG systems only 7/1/2025.	$3,420.00
36	Provide Documentation	Written	9/1/2024-12/31/2024	$3,500.00
37	Execute System Security Plan	Non-Software	Ongoing	No charge
OPERATIONS				
38	Ongoing Hosting Support	Non-Software	Ongoing	See 10.3 Hosting Pricing
39	Ongoing Support & Maintenance	Software	Ongoing	See 10.2 oftware Operations, Maintenance, and Support Pricing Worksheet
40	Conduct Project Exit Meeting	Non-Software	TBD	$1,200.00
41	Contract End of Life Transition	Non-Software	TBD	$2,000.00
			TOTAL	$205,204.00

Contractor Initials: MS Date: 6/12/2024

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State of New Hampshire

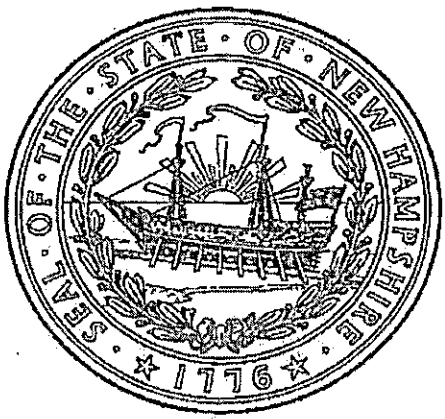
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that PUBLIC CONSULTING GROUP LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on January 30, 1987. 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: **104752**

Certificate Number: **0006434392**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2024.

David M. Scanlan
Secretary of State

Business Information

Business Details

Business Name:	PUBLIC CONSULTING GROUP HOLDINGS, INC.	Business ID:	863326
Business Type:	Foreign Profit Corporation	Business Status:	Good Standing
Business Creation Date:	02/17/2021	Name in State of Incorporation:	PUBLIC CONSULTING GROUP HOLDINGS, INC.
Date of Formation in Jurisdiction:	12/28/2020		
Principal Office Address:	148 State street, Boston, MA, 02109, USA	Mailing Address:	148 State street, Boston, MA, 02109, USA
Citizenship / State of Incorporation:	Foreign/Delaware		
		Last Annual Report Year:	2024
		Next Report Year:	2025
Duration:	Perpetual		
Business Email:	CLS-CTARMSevidence@wolterskluwer.com	Phone #:	NONE
Notification Email:	CLS-CTARMSevidence@wolterskluwer.com	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / NAICS - 551112 Holding Company	

Page 1 of 1, records 1 to 1 of 1

Principals Information

Name/Title	Business Address
William Mosakowski / President	148 State street, Boston, MA, 02109, USA
William Mosakowski / Director	148 State street, Boston, MA, 02109, USA
Tony McLean Brown / Vice President	148 State street, Boston, MA, 02109, USA
Tony McLean Brown / Director	148 State street, Boston, MA, 02109, USA
Grant Blair / Director	148 State street, Boston, MA, 02109, USA

< Previous ... 1 2 ... Next > **Page 1 of 2, records 1 to 5 of 8** Go to Page

Registered Agent Information

Name:	C T Corporation System
Registered Office Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA
Registered Mailing Address:	2 1/2 Beacon Street, Concord, NH, 03301 - 4447, USA

Trade Name Information

No Trade Name(s) associated to this business.

Trade Name Owned By

No Records to View.

Trademark Information

Trademark Number	Trademark Name	Business Address	Mailing Address
No records to view.			

Filing History Address History View All Other Addresses Name History Shares

Businesses Linked to Registered Agent Return to Search Back

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- **Contact Us (/online/Home/ContactUS)**

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PUBLIC
CONSULTING GROUP

Solutions that Matter

CERTIFICATE OF SIGNATURE AUTHORITY

The undersigned Mark R. Kmetz, Assistant Secretary of Public Consulting Group LLC, a Delaware limited liability company (hereinafter "the Company"), does hereby certify that Marc Staubley, a Practice Area Director for the Company, is authorized to execute on behalf of the Company a contract to provide cost allocation software for the New Hampshire Department of Health and Human Services (RFP-2025-OCOM-01-COSTA-01 (DoIT#2024-029)), and required associated documents, pursuant to authority confirmed by the Company Board of Managers at a meeting held in West Point, New York, on May 16, 2024, and that such authority has not subsequently been amended or modified, and continues to be in full force and effect as of this date.

IN WITNESS WHEREOF, the undersigned officer has executed this Certificate on this 12th day of June 2024.

Mark R. Kmetz
Assistant Secretary

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/31/2024

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 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
Brown & Brown Insurance Services, Inc.
980 Washington St., Suite 325
Dedham MA 02026

CONTACT NAME: Adrienne Kisonas
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS: Adrienne.Kisonas@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Company	20303
INSURER B: Federal Insurance Company	20281
INSURER C: ACE American Insurance Company	22667
INSURER D: Allied World National Assurance Company	10690
INSURER E:	
INSURER F:	

INSURED
Public Consulting Group LLC
Attn: Michael Marotta
148 State St., 10th Floor
Boston MA 02109

COVERAGES CERTIFICATE NUMBER: 24-25 GL Auto UMB WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:			35855036	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
							Employee Benefits	$ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS X HIRED AUTOS / X NON-OWNED AUTOS			(25) 73540440	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB / X OCCUR			5672-10-14	4/1/2024	4/1/2025	EACH OCCURRENCE	$ 1,000,000
C	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED / RETENTION $			0311-2674	4/1/2024	4/1/2025	Each Occurrence/Aggregate	$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		(25) 71724811	4/1/2024	4/1/2025	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional/Cyber Liability/ Technology E&O: Claims Made			D97157753	4/1/2024	4/1/2025	Each Claim/Aggregate:	$10,000,000
							Retention:	$500,000

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

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Owen Callaghan/MYLANA

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