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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR CHILDREN, YOUTH & FAMILIES

Lori A. Weaver
Commissioner

Marie Noonan
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4451 1-800-852-3345 Ext. 4451
Fax: 603-271-4729 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 24, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Children, Youth and Families, to enter into a **Sole Source** contract with NTT DATA State Health Consulting, LLC., (VC#272035), Plano, TX, in the amount of $3,486,773.44 for Independent Verification and Validation services, as required by the Administration for Children and Families, to support the Department's Comprehensive Child Welfare Information System Implementation Project ("Granite Families"), with the option to renew for up to four (4) additional years, effective April 9, 2025, upon Governor and Council approval through September 30, 2026. 50% Federal Funds. 50% General Funds.

Funds are available in the following account for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Year 2026, upon the extension of the capital appropriation, 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.

05-95-042-421030-93160000 HEALTH AND SOCIAL SERIVCES, DEPT OF HEALTH AND HUMAN SVS, HHS: HUMAN SERVICES, DIVISION FOR CHILDREN, YOUTH AND FAMILIES, L21:1V112-DCYF (CCWIS)

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	034-500161	Capital Projects	TBD	$2,324,515.63
2026	034-500161	Capital Projects	TBD	$1,162,257.81
			Subtotal	**$3,486,773.44**

EXPLANATION

Upon submission of the Department's Comprehensive Child Welfare Information System Implementation Project plan to the federal Administration for Children and Families (ACF), ACF notified the Department of a new requirement to obtain Independent Verification and Validation (IV&V) services within six months in order to maintain federal matching funds of 50% of the total

cost. IV&V services will support the Granite Families project and ensure compliance with 45 CFR § 1355.52-59, which supports the use of cost-effective, innovative technologies to automate the collection of high-quality case management data. This request is **Sole Source** due to the need to comply with the timeframe to procure IV&V services required by ACF and avoid additional delays to the related Granite Families contract. ACF subsequently approved this agreement as sole source and the use of the Contractor. Additionally, the Contractor has extensive specialized experience with Department IV&V-related services and has provided IV&V services and quality assurance for the Department's Medicaid Management Information System for more than 15 years. The Contractor also has a critical understanding of Department processes and standards, which will allow for quick delivery of services. Additionally, the Contractor has extensive child welfare knowledge, to include CCWIS projects in other states and large-scale enterprise system architecture experience, which is integral to the related Granite Families project.

This request is for the Contractor to provide IV&V services in accordance with 45 CFR § 1355.52-59, to support the Granite Families contract, the Department's Comprehensive Child Welfare Information System Implementation Project. The Contractor will provide project management, risk management, issue management, schedule management, status reports, financial reporting, project delivery, and business analysis services as an independent contractor for the project. The Contractor will evaluate and assess current processes as part of the digital transformation of Department services and provide on-going, real-time consultation to supplement the Department's internal expertise enabling the Department to make informed decisions throughout implementation, ensuring that the new system meets all Federal and State requirements.

The Department implemented NH Bridges in 1997. NH Bridges has become a large and complex system with a suite of business functions, but it no longer efficiently meets the needs of the Department. Granite Families will replace the 28-year-old system with a more efficient data infrastructure designed to support the Department and Federal requirements, and, more importantly, the safety, permanency, and well-being of New Hampshire's children and their families. Given the sensitive nature of the data in this system, the vulnerable children and youth being served, the critical need to make time sensitive system updates, and the system complexity, the Department has worked with Federal partners and other states to devise a plan to utilize the Salesforce platform and this contract for professional services to implement the solution. Salesforce gives CCWIS a foundation to integrate child welfare and child services systems.

The Department will monitor services by:

- Obtaining and auditing weekly and monthly reports generated by the Contractor.
- Leveraging Department project management best practices to include dashboard reporting for issues, risks, schedule, and status of the effort.
- Evaluating Contractor staff performance in relation to the contract deliverables.

As referenced in Exhibit A of the attached agreement, the parties have the option to extend the agreement for up four (4) 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 would have to continue to use the legacy system, NH Bridges and would require the Department to seek approval from Federal funders to support its continued use. Additionally, the Department would be unable to address its mobile workforce and maintain consistent and data-driven decision-making, accessibility, efficiency, and data validation.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.658 FAIN, #2401NHFOST

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

Respectfully submitted,

Lori A. Weaver
Commissioner

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

Denis Goulet
Commissioner

February 4, 2025

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 NTT DATA State Health Consulting, LLC, as described below and referenced as DoIT No. 2024-130.

The purpose of this request is to provide Independent Verification and Validation services for the Comprehensive Child Welfare Information System Implementation Project.

The Total Price Limitation shall be $3,486,773.44, effective upon Governor and Council approval from April 9, 2025 through September 30, 2026.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2024-130

cc: Michael Williams, IT Manager, DoIT

Subject: Independent Verification and Validation Granite Families SS-2023-DCYF-14-INDEP-01 DOIT#2024-130

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 New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name NTT DATA State Health Consulting, LLC		1.4 Contractor Address 7950 Legacy Drive, Suite 1100, Plano, TX, 75024	
1.5 Contractor Phone Number 608.445.0648	1.6 Account Unit and Class TBD	1.7 Completion Date September 30, 2026	1.8 Price Limitation $3,486,773.44
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Mitzi Shepherd 5AA1DA9706CB4F2... Date: 2/3/2025		1.12 Name and Title of Contractor Signatory Mitzi Shepherd Senior Vice President	
1.13 State Agency Signature DocuSigned by: Marie Noonan 2FCCB724C31F40F... Date: 2/3/2025		1.14 Name and Title of State Agency Signatory Marie Noonan DCYF Director	
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 7487348449414 60 Robyn Guarino Attorney On: 2/3/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials Initial MS
Date 2/3/2025

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.

Initial MS

Contractor Initials

Date 2/3/2025

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 days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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.

Initial MS

Contractor Initials

Date 2/3/2025

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.

Initial
MS
Contractor Initials
Date 2/3/2025

New Hampshire Department of Health and Human Services
Independent Verification and Validation (IV&V) Granite Families
EXHIBIT A

Revisions to Standard Agreement Provisions

The General Provisions of this Agreement, as set forth on page one through four of the Form P-37 (the "General Provisions") to which this Exhibit A is attached, are hereby modified as follows:

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 April 9, 2025 ("Effective Date").

2. Paragraph 3.3 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

   3.3 The initial Completion Date is 18 months from the Effective date of this Agreement. The Parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the Parties, and approval of the Governor and Executive Council.

3. Paragraph 5.4 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

   5.4 To the fullest extent permitted by law, neither the State nor the Contractor, including their respective owners, members, managers, shareholders, officers, directors, affiliates, officials, employees, heirs, executors, legal representatives, agents, successors, and assigns, be liable for any indirect, incidental, special, or consequential damages, including, without limitation, lost profits, even if the State or the Contractor had been advised, knew, or should have known of the possibility of such damages. The maximum aggregate liability of the Parties hereunder for all other damages arising under or related to this Agreement, whether arising in tort, contract, or otherwise, shall not exceed the Price Limitation. Notwithstanding the foregoing, this limitation of liability shall not apply to the Contractor's indemnification obligations in Paragraph 13 of the General Provisions, or to the Contractor's liability for any data breaches, as referenced in Exhibit E, DHHS Information Security Requirements. Furthermore, notwithstanding any terms and conditions set forth herein to the contrary, nothing set forth in this Agreement shall be construed as a waiver of the State's sovereign immunity, which is hereby reserved by the State.

4. Paragraph 9, Termination, of the General Provisions is modified and replaced with the language set forth below as follows:

9.1. Termination Without Cause. Notwithstanding Paragraph 9, the State may, at its sole discretion, terminate the Agreement for any or no reason, including without limitation for convenience, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement pursuant to this Paragraph 9.1. In such event, the State shall be liable for costs incurred up to the date of termination. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided and the State will have no liability for milestones that have not been initiated.

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

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

9.2.1.2 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;

9.2.1.3 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;

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

9.2.1.5 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;

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

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

9.3 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").

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

4. Paragraph 10 of the General Provisions is modified and replaced with the language set forth below as follows:

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 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.

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

5. Paragraph 12.3 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

12.3 In the event that the Contractor hires any subcontractors to perform any part of the Services hereunder, then Contractor acknowledges and agrees that it must be solely responsible to ensure that its subcontractors comply with the terms and conditions of this Agreement. The Contractor must have written agreements with all subcontractors, specifying the work to be performed, and if protected health information (PHI) is involved, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. 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 hired to perform any of the Services under this Agreement and notify the State of any inadequate subcontractor performance.

6. Paragraph 12.4 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

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.

12.5 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:

12.5.1 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

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

7. Paragraph 13 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

13. INDEMNIFICATION.

13.1 For the purpose of this Paragraph 13, the term "Indemnified Parties" shall mean the State, and the State's officials, employees, agents together with the successors and assigns of any of them; the term "Indemnified Party" shall mean any one of the Indemnified Parties.

13.2 The Contractor shall indemnify, defend (with counsel acceptable to the State), and hold harmless the Indemnified Parties from and against, and to reimburse the Indemnified Parties for, any and all liabilities, penalties, judgments, claims predicated upon any legal theory whatsoever, demands, debts, obligations, fines, damages, losses, costs, fees, attorneys' fees and expert witness' fees (including, without limitation, attorneys' fees, expert witness' fees, and costs incurred by the Indemnified Parties in enforcing the terms and conditions of this Paragraph 13), and expenses or any kind or nature, predicated upon any legal theory whatsoever, suffered or incurred by any of the Indemnified Parties which are in any way related to the Contractor's performance under this Agreement.

13.3 The terms and conditions of this Paragraph 13 shall survive the termination of this Agreement.

8. Paragraph 26 of the General Provisions is deleted in its entirety and replaced with the language set forth below as follows:

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.

26.1 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.

26.1.1 EXHIBIT D: DHHS Standard Exhibits:

26.1.1.1 Certification Regarding Drug-Free Workplace Requirements

26.1.1.2 Certification Regarding Lobbying

26.1.1.3 Certification Regarding Debarment, Suspension and Other Responsibility Matters

26.1.1.4 Certification of Compliance with Federal Requirements

26.1.1.5 Certification Regarding Environmental Tobacco Smoke

26.1.1.6 Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

26.1.2 EXHIBIT E: DHHS Information Security Requirements

26.1.3 EXHIBIT F: Business Associate Agreement

26.1.4 EXHIBIT G: DHHS DoIT IT Requirements Workbook

26.1.6 Order of Precedence

26.1.4.1 This Agreement includes the following documents, which are incorporated into the Agreement by this reference.

26.1.4.2 State of New Hampshire, Department of Health and Human Services Contract Agreement, Form P-37 and Exhibits A through G.

26.1.4.3 State of New Hampshire, Department of Health and Human Services – Independent Verification and Validation Services for the Comprehensive Child Welfare Information System Implementation Project – Request for Quote, dated 12/12/2022.

26.1.4.4 Contractor Response to State of New Hampshire Department of Health and Human Services – Independent Verification and Validation Services for the Comprehensive Child Welfare Information System Implementation Project – Request for Quote, dated 12/12/2022.

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

26.1.4.6 State of New Hampshire, Department of Health and Human Services Contract Agreement, Form P-37 and Exhibits A through G.

26.1.4.7 State of New Hampshire, Department of Health and Human Services – Independent Verification and Validation Services for the Comprehensive Child Welfare Information System Implementation Project – Request for Quote, dated 12/12/2022.

26.1.4.8 Contractor Response to State of New Hampshire Department of Health and Human Services – Independent Verification and Validation Services for the Comprehensive Child Welfare Information System Implementation Project – Request for Quote, dated 12/12/2022.

Scope of Services

1. Statement of Work

1.1. The Contractor must provide Expanded Independent Verification and Validation (IV&V) services for the New Hampshire Granite Families Comprehensive Child Welfare Information System (CCWIS) Project (hereinafter "the Granite Families Project") as described in this Agreement.

1.1.1. Expanded IV&V services include but are not limited to:

1.1.1.1. Technical compliance services including early, unbiased project-wide observations, insights, recommendations and reporting to the Granite Families Project team and the federal Administration for Children and Families (ACF), as appropriate.

1.1.1.2. Project management services, which includes risk management, issue management, schedule management, status reports, financial reporting, and project delivery.

1.1.1.3. Quality assurance services.

1.1.1.4. Strategic planning.

1.1.1.5. Business process redesign, which includes business analysis services to evaluate and assess current processes to achieve digital transformation of the State's services.

1.2. The Contractor must perform IV&V services and complex information technology performance evaluations and reviews of all CCWIS Modernization components.

1.3. The Contractor must participate and work with the Department, ACF, and the Department's Design, Development, and Implementation (DDI) Contractor during project initiation and throughout the course of the Granite Families Project in defining a realistic schedule for each project component.

1.4. The Contractor must facilitate the identification of and resolution of errors and provide support in meeting ACF requirements.

1.5. The Contractor must provide on-going, real-time expert advisory and strategy consultation to supplement the State's internal expertise and enable the State to make informed decisions throughout implementation.

1.6. The Contractor must provide assessment and evaluation of the Salesforce Granite Families Application as set forth in Sections 15.5. and 15.6.; and Business and Technical Requirements as set forth in Section 15.3.; and Deliverables as set forth in the Statement of Work, to support the safety, permanency and well-being of New Hampshire's children and their families.

1.7. It is the State's intent that there be no duplication of services between the IV&V and DDI vendors.

2. General Requirements

2.1. The Contractor must submit an IV&V Project Plan for State approval within thirty (30) calendar days of contract effective date.

2.2. The Contractor must review and make recommendations on both State and DDI Contractor management of the Granite Families Project, and the technical aspects of the Granite Families Project.

2.3. The Contractor must monitor performance of the Granite Families Project components' Contractors throughout the DDI System Development Life Cycle (SDLC) to ensure ACF approval.

2.4. The Contractor must consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the system's ability to meet program needs as requested by the State.

2.5. The Contractor must:

2.5.1. Provide risk management assessment and capacity planning services.

2.5.2. Develop performance metrics, which allow tracking of Granite Families Project completion against documented milestones set by the State.

2.5.3. Analyze project management activities and evaluate project progress, resources, budget, schedules, workflow and reporting.

2.5.4. Review and analyze project management planning documents and project software development documents.

2.5.5. Review and monitor development processes to ensure they are being documented, carried out, and analyzed for improvement.

2.6. The Contractor must assess the Granite Families Project's Configuration Management (CM) function/organization by reviewing CM reports and making recommendations regarding appropriate processes and tools to manage system changes.

2.7. The Contractor must perform a detailed review of project Deliverables for accuracy, completeness, and adherence to contractual and functional requirements.

2.8. The Contractor must perform a detailed review of the system documentation (Requirements, Design, Training, Test Management Plans, etc.) provided by the DDI Contractor for accuracy and completeness.

2.9. The Contractor must perform a detailed review of the software architecture for feasibility, consistency, and adherence to industry standards.

2.10. The Contractor must inventory and review the application software for completeness and adherence to programming standards for the Granite Families Project.

2.11. The Contractor must analyze application, network, hardware and software operating platform performance characteristics relative to expected/anticipated/contractually guaranteed results and industry standards/expectations.

2.12. The Contractor must review and recommend a process for tracking of business and technical requirements to their source and review the process established during the

planning phase for requirements traceability throughout the subsequent development/implementation phase. Review the traceability of system requirements to design, code, test, and training.

2.13. The Contractor must assess and recommend improvements, as needed, to ensure infrastructure permits ease of maintenance including input to the Granite Families Project regarding operational and maintenance performance of the application.

2.14. The Contractor must assess and recommend improvements, as needed; to ensure software testing is 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.

2.15. The Contractor must assess and recommend improvements, as needed, to ensure appropriate training is planned and carried out.

2.16. The Contractor must review system hardware and software configuration and report on any compatibility and obsolescence issues.

2.17. The Contractor must review and analyze system capacity studies.

2.18. The Contractor must participate in proposal review preparations by assisting in the creation of the evaluation criteria materials and making recommendations where appropriate.

2.19. The Contractor must create, maintain, and report on a Requirements Traceability Matrix, the DDI Contractor responses to those requirements, and whether the DDI Contractor meets, exceeds or fails to meet the requirements outlined in the request for proposal (RFP).

2.20. The Contractor must review and recommend changes to Advanced Planning Documents (APDs), as assigned by the State.

2.21. The Contractor must report all analyses and findings of verification and validation activities in a State -approved format.

2.22. The Contractor shall comply with 2 CFR § 200.216—Prohibition on certain telecommunications, video surveillance services or equipment; § 200.321—Contracting with small, minority and women's businesses, labor surplus area firms; and applicability 45 CFR § 95.617—Software and ownership rights, 45 CFR § 95.615—Access to systems and records, and the applicable provisions listed in Appendix II to Part 75—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3. Deliverables

3.1. The Contractor agrees the tables in the following sections identify the anticipated Deliverables.

3.2. The State reserves the right to request additional analyses, as needed.

3.3. The Contractor may suggest development of additional Deliverables in specific areas. The State must authorize the need for any additional Deliverables prior to their

development.

3.4. The Contractor must ensure, as applicable and as approved by the State, the Deliverables are developed in accordance with Project Management Body of Knowledge (PMBOK) and Institute of Electrical and Electronics Engineers (IEEE) or approved equivalent) standards. When no applicable standard exists, the methodology and processes used in the analysis and creation of the Deliverable must be delivered to the State prior to its use and described in the final Deliverable. All Deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

4. IV&V Project Management

4.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for IV&V Project Management (IM) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
IV&V Project Management Plan	IM-1	The Contractor must develop an IV&V Management Plan. This plan shall describe the activities, personnel, schedule, standards, and methodology for conducting the IV&V reviews. The Contractor must provide an ongoing assessment of the DDI Contractor supplied Work Plan and its milestones, which shall be presented at weekly meetings of the joint project management. The Contractor must initially deliver the IV&V Management Plan within the first thirty (30) days from the date of the contract award. The Contractor will also deliver an updated plan one-week prior to the commencement of each Initial and Periodic IV&V Review. The IV&V Project Management Plan shall contain the following: a. A schedule describing the next two IV&V Review periods,including tasks, activities, Deliverables, and milestones, and will show the schedule's critical path reflecting both Contractor's and State's delivery and response milestones. b. A narrative description of all Deliverables, includingexpected format, content, and organization, to be developed and delivered during the next two IV&V Reviews (12 months); and, c. As Appendices, all applicable Project lifecycle, appropriate IV&V Checklists to be utilized during

		the next two IV&V Reviews.
Develop IV&V Review Checklists	IM-2	The Contractor must ensure IV&V Checklists, presented in Question and Answer format, elements to be reviewed, observed, monitored, and commented on, with regard to all aspects of industry standardsfor Project Management, Software and Systems Development, and Engineering disciplines as found in IEEE, and PMBOK industry standards, or approved equivalent, at a minimum. The Contractor must ensure IV&V Checklists are compiled and delivered on an ongoing basis, with the first checklists being delivered applicable to the Granite Families Project lifecycle phase to be monitored and reviewed within the initial IV&V Review period. As IV&V work progresses and project lifecycle phases change, updated IV&V Checklists will be delivered, as needed, prior to commencement of the respective, periodic IV&V Review.
Conduct Initial Review	IM-3	The Contractor must prepare and deliver an initial IV&V report on the required activities, which includes the status of each activity. The Contractor must ensure the initial IV&V Review commences within thirty (30) daysfrom the date of contract effective date and includes the following activities: a. Submit to the State's IV&V Contract Manager a schedule of review activities to be performed with the State; b. Submit to the State's IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed; c. Submit to the State's IV&V Contract Manager a list of project documentation to be provided for Contractor review,and d. Submit to the State's IV&V Contract Manager a list of project meetings, etc., to be attended and observed by the Contractor. Upon completion of the above, the Contractor will reviewand analyze collected project artifacts and draft the initial IV&VReview Report.

Conduct Periodic Review(s)	IM-4	The Contractor must prepare and deliver a follow-up IV&V report on the required activities. Report on the status of each activity and progress since the previous report. The Contractor must complete quarterly IV&V Reviews. The initial IV&V Review will include the following activities: a. Submit to the State's IV&V Contract Manager a schedule of review activities to be performed with the State; b. Submit to the State's IV&V Contract Manager a list of Project Team and Stakeholder interviews to be performed; c. Submit to the State's IV&V Contract Manager a list of project documentation to be provided for Contractor review, and, d. Submit to the State's IV&V Contract Manager a list of project meetings, etc., to be attended and observed by the Contractor. Upon completion of the above, the Contractor will review and analyze collected project artifacts and draft the respective Periodic IV&V Review Report.
Management Briefing	IM-5	The Contractor must prepare and deliver a formal presentation(s) on the status of the IV&V project. Present as required by the State. The Contractor must ensure, if desired by and requested by the State, the Contractor will prepare and deliver a debriefing related to the latest, respective (initial or periodic) IV&V Review Report's results to the State and ACF. Any such debriefing will be performed upon request by the State. Debriefings conducted without State's request within the IV&V Services contract are prohibited.
Initial IV&V Review Report	IM-6	The Contractor must ensure an initial IV&V Review Report (draft version) is delivered to designated Federal agencies and the IV&VContract Manager (at the same time) sixty (60) calendar days after the start of the initial IV&V Review. The State will return comments to the Contractor within 20 calendar days of receipt of the Draft Version of the

		initial IV&V Review Report. The Contractor must correct any errors in the draft version of the initial IV&V Review Report, and append to the draft version all other State comments, and redeliver the initial IV&V Review Report, marked as Final, to designated Federal agencies and the State. This Final Version of the initial IV&V Review Report Deliverable concludes the initial IV&V Review.
Periodic IV&V Review Report	IM-7	The Contractor must ensure a Periodic IV&V Review Report (Draft Version) will be delivered to appropriate Federal agencies and the IV&V Contract Manager (at same time) quarterly. The State will return comments to the Contractor within twenty (20) calendar days of receipt of the Draft Version of the respective Periodic IV&V Review Report. The Contractor will correct mistakes of fact to the Draft Version of the respective Periodic IV&V Review Report, and append to the Draft Version all other State comments, and redeliver the Periodic IV&V Review Report, marked as Final, to appropriate Federal agencies and the State. This Final Version ofthe respective Periodic IV&V Review Report Deliverable concludes the respective Periodic IV&V Review.
Deliverable Observation Report (DOR)	IM-8	The Contractor must prepare and deliver a one-time, focused, specific Deliverable Observation Report to the IV&V Contract Manager (for delivery to the State) and ACF, at the same time, presenting an analysis of a prescribed Deliverable or other task not specifically referenced by this scope of work. Examples of such focused Deliverables Observation Reports include: a network capacity, bandwidth, and throughput analysis; and, independent analysis of compliance of a project Deliverable with contract specifications, etc. The State may receive a debriefing on the results of such a DOR from the Contractor.
Weekly Report	IM-9	The Contractor must provide weekly reports, on the first business day of the following week, or as determined by the State, and in accordance with the template as approved by the State. Reports shall include the results and summary of findings, risks and issues provided during the week, unless otherwise instructed by the State.

Monthly Report	IM-10	The Contractor must provide monthly reports by the tenth (10th) calendar day of every month or as determined by the State. Monthly reports are to be summarized. These reports are to include, but not be limited to: a. Any and all significant or serious deficiencies, risks, or concerns with the Granite Families Project or its quality, design, development, or implementation; b. Any other circumstances which, if not remedied, will have a negative impact on the Granite Families Project and its governance, design, development, testing, implementation, efficiency, cost and/or time for completion; c. IV&V staffing levels to ensure execution of contractual duties and maintain service levels defined throughout the contract; d. Project schedule – Provide an executive written assessment of the progress of the Granite Families Project against planned tasks, duration, resources, completion dates, milestones, and issues impacting the schedule. Include recommendations specifying what can be done immediately and in the long term to remediate variations and deviations from the schedule; e. Risk assessment – Report on the identified risks to the successful implementation of the Granite Families Project and the potential level of severity of said risks. Recommend mitigation and/or resolution strategies to manage and/or eliminate the identified risks; f. Project phase assessments – Provide an assessment of DDI Contractor Deliverables, activities and progress of unit, system, parallel, conversion, integration, user acceptance, operational readiness testing, and implementation phases of the Granite Families Project; g. Staffing assessment – Perform ongoing assessment of staffing for DDI Contractor,

Initial MS

		including key and non-key personnel, and submit monthly reports to assure adequate staffing for contract compliance; h. Provide recommendations, as necessary, for addressing any issues relative to the successful completion of the Granite Families Project phases, including detailed recommendations in each area of the Granite Families Project phases specifying what can be done immediately and in the long term to improve in said area; I. Trends and patterns; II. All invoices; III. Statistical reports; IV. Critical operations; V. Processes and procedures for timeliness and accuracy of policy compliance; VI. Discrepancies or problems in critical incident reports that may affect current operations; and VII. DDI Contractor timeliness.
Requirements Tracking Report	IM-11	The Contractor must identify and track the completion of all requirements necessary for ACF approval and review and provide an updated CCWIS Requirements Checklist report to the State on a periodic basis.
Transition Plan	IM-12	In the event the Contract is terminated, there will be a transition period. The Contractor will deliver a Transition Plan that aligns with the Contract End-of-Life Transition Services section as referenced is section 14.10. of this document.
Record Keeping Requirements	IM-13	The Contractor must use State owned resources to store working drafts, final Deliverables, and all supporting documentation.
Record Keeping Requirements	IM-14	The Contractor must utilize document tracking tools approved or specified by the State and develop the document control procedures to be used for all project reviews and reports. These procedures are to ensure that all project tasks and Deliverables are documented, tracked, and delivered timely.

Archive Documents	IM-15	The Contractor must provide a complete archive of all IV&V Documents including draft and final reports, status briefings, exception reports, all versions of the Granite Families Project Management Workplan, Deliverable Observation Review (DOR) Reports, Monthly (Financial) Invoicing, Project Status Reports, and all project materials, documentation, artifacts, data, reports, forms, etc., collected by the Contractor during the course of their latest quarterly IV&V Review. This complete archive is to be submitted with the respective final invoice for the IV&V Review period in question.
Compliance Reviews	IM-16	The Contractor must monitor Federal and State regulations adherence and implementation of new initiatives.
Stakeholder Feedback	IM-17	The Contractor must solicit, obtain, and document concerns and reactions of stakeholders, as well as a means of analyzing and make recommendations to the State for responding to those concerns up to and after implementation.
Ongoing Monitoring	IM-18	The Contractor must continuously monitor all facets of the Granite Families Project including, but not limited to, DDI Contractor supplied Work Plans, implementation plans, general system design, detailed system design, system testing, system interfaces, conversion, acceptance testing phase, pilot operations and a State-wide implementation plan.
Validation	IM-19	The Contractor must participate with the joint PMO to perform validation of system integration testing, interface testing, pilot operations, operational readiness assessment, and user acceptance test plans, including test criteria and procedures for DDI.
General Requirements	IM-20	The Contractor must perform contracted services/tasks and produce therequired IV&V Deliverables and reports in a format approved by the State and by the due dates presented in the IV&V Project Plan and schedule for the management of the Granite Families Project. This includes all necessary supplies, additional equipment, and staff support required to generate these Deliverables.

General Requirements	IM-21	The Contractor must monitor the performance of the selected DDI Contractor and review all products and Deliverables as defined in the contract, the proposal from the selected DDI Contractor,and the specific Deliverables and estimated submission dates confirmed during the DDI Contractor project initiation phase.
General Requirements	IM-22	The Contractor must make recommendations on changes/improvements and corrective action when activities or Deliverables fail to achieve thestandards or timelines established in the DDI Contractor's proposal, and the contract.
General Requirements	IM-23	The Contractor must monitor and evaluate the Granite Families Project progress and identify and report any deficiencies or issues needing to be resolved along with the recommended solutions in the form of periodic project status reporting.
General Requirements	IM-24	The Contractor must ensure, certify, and provide documentation demonstrating traditional IV&V compliance verifications and validations will be sufficiently independent from the nontraditional IV&V services (Project Management, Quality Assurance, Strategic Planning, and Risk Management).

4.2. The State will provide the Contractor with access to the State's portfolio management platform to manage all aspects of the Granite Families Project including but not limited to schedule, risks, issues, decisions, status, financials, team members, documents, chat, meetings and reporting.

4.3. The Contractor must manage the Granite Families Project using State tools and templates to record and manage issues, risks, change requests, requirements, and other documents used in the management and tracking of the Granite Families Project. The State believes that effective communication and reporting are essential to the Granite Families Project's success. The Contractor must employ effective communication and reporting strategies to ensure the Granite Families Project's 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.

4.4. The Granite Families 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.

4.5. The Contractor must escalate concerns to the State Contract Manager if it perceives

pressure to restrict unbiased oversight and reporting on the project.

5. Staffing Requirements/Qualifications

5.1. The Contractor's Contract Manager

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

Jean Doeringsfeld, Business Consulting Director

Jean.Doeringsfeld@nttdata.com

608-219-9828

5.2. The Contractor Key Project Staff include:

5.2.1. Senior CCWIS Consultant

5.2.2. Project Manager

5.2.3. Testing Manager

5.3. The Contractor's Project Manager

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

5.3.2. The Contractor's selection of the Granite Families 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.

5.3.3. Project Manager must be qualified to perform the obligations required of the position under the Contract and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond during normal Business Hours within Ten (10) hours of inquiries from the State and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Granite Families Project.

5.3.3.1. Change of Project Manager

5.3.3.1.1. The Contractor may not replace the Granite Families Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project

Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

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

5.5. The State Key Project Staff

5.5.1. The State Contract Manager

5.5.1.1. The State shall assign a Contract Manager who shall function as the State's representative regarding Contract administration. The State Contract Manager is:

Aaron LeCain, Division of Children Youth and Families (DCYF) Information Technology Manager V

Aaron.R.LeCain@DHHS.nh.gov

603-271-3034

5.5.2. The State Project Manager

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

Aaron LeCain, DCYF Information Technology Manager V

Aaron.R.LeCain@DHHS.nh.gov

603-271-3034

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

5.5.2.2.1. Leading the Granite Families Project;

5.5.2.2.2. Engaging and managing all Contractors working on the Granite Families Project;

5.5.2.2.3. Managing significant issues and risks;

5.5.2.2.4. Reviewing and accepting Contract Deliverables;

5.5.2.2.5. Invoice sign-offs;

5.5.2.2.6. Review and approval of Change Orders; and

5.5.2.2.7. Managing stakeholders' concerns.

5.6. The State understands and agrees that resources may fill multiple roles while providing IV&V services and staffing levels will fluctuate; the Contractor shall consider this while planning resource needs for this contract.

5.7. The State will provide workspace for the Contractor during the contract term. IV&V services shall be conducted on-site when required with prior approval by the State; for example, the Contractor may request that some work, such as the review, analysis, and reporting of collected project artifacts, be performed at their own place of business.

5.8. The Contractor key personnel must be committed full-time staff for the duration of the contract term or as otherwise required by the State in the requirements below.

5.8.1. The State reserves the right to approve or disapprove any of the Contractor's proposed changes in staff or to require the removal or reassignment of any Contractor employee found unacceptable by the State.

5.8.2. Removal of a Contractor employee shall mean that the individual may no longer work on any Granite Families Project.

5.8.3. The State's request does not require any reason as to the request. There shall be no negotiation relative to the request.

5.8.4. Reassignment request(s) from the Contractor shall include a justification of why the reassignment is beneficial to the State.

5.8.5. The substitution/replacement must occur within thirty (30) calendar days once notice in writing is provided by the State.

5.8.6. The State reserves the right to approve all individuals assigned to this project and no substitution of personnel shall be made without the prior written approval of the State.

5.8.7. The State agrees to reasonably review substitution requests. Substitutions should possess equivalent or superior qualifications and experience to the original candidate.

5.9. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Staffing (SR) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Staffing Requirements	SR-1	Provide staff that possess the skill sets and experience toaddress the requirements in the SOW.

Staffing Requirements	SR-2	Provide staff that are proficient in spelling, sentence structure,and grammar of the English language and are proficient in spoken English.
Staffing Requirements	SR-3	Disclose other projects, in addition to this project, to which personnel are assigned and indicate the time allocated for eachproject. It is the State's expectation that the same individuals beavailable for the duration of this project.
Staffing Requirements	SR-4	Staff shall be available during standard business days, which areMonday through Friday, 8:00 a.m. – 5:00 p.m. Eastern Time, and be available outside of standard business days on an as-needed basis. The Contractor shall follow the State's Holiday schedule, per La. R.S. 1 - 55. Any deviations from this requirement must be approved by the State Contract Monitor or designee in writing.
Key Personnel	SR-5	Provide one (1) Senior CCWIS Consultant who can commit full-time for the entirety of the contract term.
Key Personnel	SR-6	Provide one (1) Project Manager each who can commit full-time once the component is initiated and through implementation.
Key Personnel	SR-7	Provide one (1) Testing Manager who can commit full-time for the entirety of the contract term.
Staffing Qualifications	SR-8	The Granite Families Project Manager must possess a Project Management Professional (PMP) certification, equivalent industry certification, or equivalent industry expertise for large, health and human services modernization projects.
Staffing Qualifications	SR-9	The Senior CCWIS Consultant must have a minimum of two (2) years in leadership of a CCWIS implementation. The Contractor must ensure Senior CCWIS Consultant: a. Has extensive experience in the implementation, operations, and maintenance of a CCWIS or other Case management system project; b. Has the ability to adapt to ambiguous situations on a consistent basis; c. Has extensive knowledge in system requirements definition and analysis, and performance measurement;

		d. Is knowledgeable in Enterprise Architecture, network communications, and infrastructure development and interoperability; and e. Is able to work independently and lead specific tasks.
Staffing Qualifications	SR-10	The Testing Manager must have minimum of five (5) years of large scale (multi-million dollar) test script and test plan experience with at least two (2) of those five (5) years work experience specific to a CCWIS, Case management system project, or other large, HHS system modernization project.
Staffing Qualifications and Requirements	SR-11	The Testing Manager shall: a. Have experience in: I. Managing and providing guidance on all aspects of user acceptance testing (UAT); II. Providing overall management of the UAT effort; III. Coordination of staff and testing activities; IV. Coordination with the Developer System Testing group; and V. Managing efforts of the designated test staff; b. Ensure appropriate communication is maintained between the State and testing support team; c. Ensure that testing approaches and processes address all established requirements and demonstrate the ability of the system to meet the requirements; d. Ensure all requirements are accurately reflected in test planning and execution, and that traceability to requirements is maintained; e. Coordinate the on-going maintenance of the Requirements Traceability Matrix with test related data; f. Lead development of the UAT Plan; g. Lead development of a comprehensive set of

		UAT conditions and scripts/scenarios; h. Lead development and delivery of UAT training for the UAT Team; i. Review, track, and assist in the preparation and prioritization of defects, including documentation of errors and unexpected results; j. Monitor UAT progress including detailed analysis, tracking, and documentation of UAT metrics (e.g., number of tests successfully completed, the number of retests, and the total remaining test effort); k. Identify, document, and assess test-related issues as well as support risk identification and mitigation in the UAT area; and l. Review, assess, and make recommendations regarding UAT readiness and completion for implementation.

6. Planning Oversight

6.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Planning Oversight (PO) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Feasibility Study	PO-1	The Contractor must perform ongoing assessment and review of State methodologies used for the feasibility study, verifying it was objective, reasonable, measurable, repeatable, consistent, accurate and verifiable.
Planning Documents	PO-2	The Contractor must review and evaluate the APD documents.
Meetings	PO-3	The Contractor must attend and participate in meetings and walk-throughs as needed. When applicable, the Contractor will review meeting materials and minutes and will provide corrections, comments, and/or assessments to ensure meeting documentation accurately reflects the content and subject matter from the meeting. Reviews will be provided to the State within three (3) business days of the meeting. The Contractor will review meeting minutes submitted by other Contractors and provide comments to the Granite Families Project Director or designee within three (3) business days.

7. Project Management

7.1. The Contractor must ensure the ongoing development and progress of this project is overseen by the State, the State's Medicaid Director, and the State's designees.

7.2. The State anticipates that a wide variety of Subject Matter Expert (SMEs) will serve as stakeholders and information providers on this project. A joint PMO will be established for this project and comprised of, but not limited to, representatives from the State, the Contractor's executive staff, and where available, DDI Contractor

7.3. The State staff will provide guidance and oversight regarding high-level Deliverables and applicable deadlines as enforced by ACF.

7.4. The Contractor must provide the anticipated IV&V Deliverables and requirements for Project Management (PM) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Project Sponsorship	PM-1	The Contractor must assess and recommend improvement, as needed, to assure continuous executive stakeholder buy-in, participation, support and commitment, and that open pathways of communication existamong all stakeholders.
Project Sponsorship	PM-2	The Contractor must verify that executive sponsorship has bought-in to all changes which impact project objectives, cost, or schedule.
Management Assessment	PM-3	The Contractor must verify and assess project management and organization, verify that lines of reporting and responsibility provide adequate technical and managerial oversight of the Granite Families Project.
Management Assessment	PM-4	The Contractor must evaluate project progress, resources, budget, schedules, work flow, and reporting.
Management Assessment	PM-5	The Contractor must assess coordination, communication and management to verify DDI Contractor, agencies, and States are not working independently of one another and are following the communication plan.
Project Management	PM-6	The Contractor must ensure that project management of the SDLC for this project is conducted with industry best practices.
Project Management	PM-7	The Contractor must verify that a Project Management Plan is created and being followed. Evaluate the Granite Families Project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
Project Management	PM-8	The Contractor must assist the State in review of and evaluate the DDI Contractor Work Plan to verify that all key functions have been addressed to increase the

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		likelihood for a successfully completed project within the time frames identified by the State.
Project Management	PM-9	The Contractor must evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
Project Management	PM-10	The Contractor must assist the State in defining high level system needs and the design milestones to be met.
Project Management	PM-11	The Contractor must verify milestones and completion dates are planned, monitored, and met.
Project Management	PM-12	The Contractor must utilize the State's tracking tool to track project issues. The State's tracking tool documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure. This should include but is not limited to technical and development efforts.
Project Management	PM-13	The Contractor must evaluate the system's planned life-cycle development methodology or methodologies (waterfall, evolutionary spiral, rapid prototyping, incremental, etc.) to see if they are appropriate for the system being developed.
Business Process Reengineering	PM-14	The Contractor must evaluate the Granite Families Project's ability and plans to redesign business systems to achieve improvements in critical measures of performance, such as cost, quality, service, and speed.
Business Process Reengineering	PM-15	The Contractor must verify that the reengineering plan has the strategy, management backing, resources, skills, and incentives necessary for effective change.
Business Process Reengineering	PM-16	The Contractor must verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, and incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
Risk Management	PM-17	The Contractor must verify that a Project Risk Management Plan is created and being followed. Evaluate the Granite Families Project's risk management plans and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.

Issue Management	PM-18	The Contractor must perform issue management as it relates to unexpected gaps in the development of these projects. The State will make available Subject Matter Experts (SMEs) as necessary for the Contractor to address and mitigate project issues.
Change Management	PM-19	The Contractor must verify that a Change Management Plan is created and being followed. Evaluate the change management plans and procedures to verify they are developed, communicated, implemented, monitored, and complete; and that resistance to change is anticipated and prepared for.
Change Management	PM-20	The Contractor must provide guidance and industry standards for the process/plan for the organization and completion of outstanding system changes, which will include an assessment of the programmer's work/progress on the outstanding changes.
Change Management	PM-21	The Contractor must provide guidance and industry standards for the process/plan for new system change requests including prioritization and preliminary review before submission to the current contractor.
Change Management	PM-22	The Contractor must prepare an analysis for the Control Change Board (CCB) process and make recommendations for improvement.
Change Management	PM-23	The Contractor must review the DDI Contractor contract and provide a performance standard planning document for monitoring of identified contracted services/Deliverables, and quality assurance of DDI Contractor contract compliance in areas including, but not limited to, staffing, reporting, processes/procedures, adherence to timelines, and risk analysis. Utilize a State approved, electronic monitoring/tracking tool(s) for contract management.
Change Management	PM-24	The Contractor must prepare and obtain State approval of the procedures to be used in the IV&V review of the IV& Project Plans, schedules, activities, project quality assurance plans, and deliverables of the selected DDI Contractor prior to implementation.
Change Management	PM-25	The Contractor must utilize the State specified tool to review the progress of the Granite Families Project and identify any risks, issues, or deficiencies that might affect a successful, efficiently completed project.

Change Management	PM-26	The Contractor must ensure the objective of the change request process is to: a. Requests for changes to the scope, schedule, or budget of the Granite Families Project are documented and receive written approval by the Department. b. Requests for change are effectively tracked and managed from initiation through resolution. c. The impact of a proposed change is thoroughly analyzed and documented before the decision to approve or deny is made. d. The Granite Families Project adheres to the State's rules governing changes to approved information technology projects.
Change Management	PM-27	The Contractor must ensure change requests shall be required whenever there is a request for a significant change to the Granite Families Project scope, schedule, budget, or requirements, and/or baseline versions of the Granite Families Project schedule. Using this policy as a guideline, the Granite Families Project Director shall be responsible for determining which requested changes require a formal change request.
Change Management	PM-28	The Contractor must ensure scope changes are incorporated into the Granite Families Project plan and assess the likely impact on project timelines and Deliverables.
Communication Management	PM-29	The Contractor must verify that a Communication Plan is created and being followed. Evaluate the communication plans and strategies to verify they support communications and work product sharing between all project stakeholders; and assess if communication plans and strategies are effective, implemented, monitored and complete.
Communication Management	PM-30	The Contractor must consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the systems' ability to support program business needs.
Communication Management	PM-31	The Contractor must assist the PMO in managing the identification, resolution and tracking of stakeholder concerns.

Configuration Management	PM-32	The Contractor must review and evaluate the CM plans and procedures associated with the development process.
Configuration Management	PM-33	The Contractor must verify that all critical development documents, including but not limited to requirements, design, code and job control language (JCL) are maintained under an appropriate level of control.
Configuration Management	PM-34	The Contractor must verify that the processes and tools are in place to identify code versions and to rebuild system configurations from source code.
Configuration Management	PM-35	The Contractor must verify that appropriate source and object libraries are maintained for training, test, and production and that formal sign-off procedures are in place for approving deliverables.
Configuration Management	PM-36	The Contractor must verify that appropriate processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization, and timely scheduling of maintenance actions.
Configuration Management	PM-37	The Contractor must verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.
Configuration Management	PM-38	The Contractor must review the use of CM information (such as the number and type of corrective maintenance actions over time) in project management.
Project Estimating and Scheduling	PM-39	The Contractor must evaluate and make recommendations on the estimating and scheduling process of the Granite Families Project to ensure that the Granite Families Project budget and resources are adequate for the work-breakdown structure and schedule.
Project Estimating and Scheduling	PM-40	The Contractor must review schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
Project Estimating and Scheduling	PM-41	If requested, the Contractor must examine historical data to determine if the State has been able to accurately estimate the time, labor and cost of software development efforts.
Project Personnel	PM-42	The Contractor must examine the job assignments, skills, training and experience of the personnel involved in program development to verify that they are adequate for

		the development task.
Project Organization	PM-43	The Contractor must verify that the Granite Families Project's organizational structure supports training, process definition, independent Quality Assurance, CM, product evaluation, and any other functions critical for the Granite Families Project's success.
Stakeholders and External Staff	PM-44	The Contractor must evaluate the Stakeholders or other external sources of project staff (such as information system (IS) staff from another State organization) in project development.
State Oversight	PM-45	The Contractor must verify that State oversight is provided in the form of periodic status reviews and technical interchanges.
State Oversight	PM-46	The Contractor must verify that the State has defined the technical and managerial inputs the subcontractor needs (reviews, approvals, requirements and interface clarifications, etc.) and has the resources to supply them on schedule.
State Oversight	PM-47	The Contractor must verify that the State has the ultimate responsibility for monitoring project cost and schedule.

8. Quality Management

8.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Quality Management (QA) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Quality Assurance	QA-1	The Contractor must provide quality assurance and support services for the duration of the contract.
Quality Assurance	QA-2	The Contractor must evaluate and make recommendations on the Granite Families Project's QualityAssurance plans, procedures, and organization.
Quality Assurance	QA-3	The Contractor must verify that QA has an appropriate level of independence fromproject management.
Quality Assurance	QA-4	The Contractor must verify that the quality of all products produced by the Granite Families Project is monitored by formal reviews and sign-offs.
Quality Assurance	QA-5	The Contractor must verify that project self-evaluations are performed and that measures are continually taken to improve the process.

Quality Assurance	QA-6	The Contractor must monitor the performance of its processes and reports and performing checks of system documentation; assess findings and performance of the processes and reports.
Quality Assurance	QA-7	The Contractor must ensure that the design is realizable and able to integrate.
Quality Assurance	QA-8	The Contractor must evaluate if appropriate mechanisms are in place for project self- evaluation and process improvement.
Quality Assurance	QA-9	The Contractor must present a review of Quality Assurance activities weekly in the status report.
Process Definition and Product Standards	QA-10	The Contractor must review and make recommendations on all defined processes and product standards associated with the system development.
Process Definition and Product Standards	QA-11	The Contractor must verify that all major development processes are defined and that the defined and approved processes and standards are followed in development.
Process Definition and Product Standards	QA-12	The Contractor must verify that the processes and standards are compatible with each other and with the system development methodology.
Process Definition and Product Standards	QA-13	The Contractor must verify that all process definitions and standards are complete, clear, up-to-date, consistent in format, and easily available to project personnel.

9. Training

9.1. The Contractor must provide the anticipated IV&V Deliverables and requirements for Training (TR) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
User Training and Documentation	TR-1	The Contractor must review and make recommendations on the training provided to system users. Verify sufficient knowledge transfer for maintenance and operation of the new system.
User Training and Documentation	TR-2	The Contractor must verify that training for users is directly related to the business process and required job skills.
User Training and Documentation	TR-3	The Contractor must verify that user-friendly training materials and help desk servicesare easily available to all

		users.
User Training and Documentation	TR-4	The Contractor must verify that all necessary policy, process, and standards documentation is easily available to users.
User Training and Documentation	TR-5	The Contractor must verify that all training is given on-time and is evaluated and monitored for effectiveness, with additional training provided asneeded.

10. Requirements Management

10.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Requirements Management (RM) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Requirements Management	RM-1	The Contractor must evaluate and make recommendations on the Granite Families Project's processesand procedures for managing requirements.
Requirements Management	RM-2	The Contractor must verify that system requirements are well-defined, understood, and documented.
Requirements Management	RM-3	The Contractor must verify that software requirements can be traced through design,code, and test phases to verify that the system performs as intended and contains no unnecessary software elements.
Requirements Management	RM-4	The Contractor must verify that requirements are under formal configuration control.
Requirements Management	RM-5	The Contractor must review system requirements to ensure that they: a. Contain all characteristics, attributes, functional andperformance requirements, and security and privacy requirements; b. Are traceable to stakeholder requirements and needs; and c. Are unique, complete, unambiguous, consistent,implementable, and verifiable.
Security Requirements	RM-6	The Contractor must evaluate and make recommendations on project policies and procedures for ensuring that the system is secure, and that the privacy of client data is maintained.
Security Requirements	RM-7	The Contractor must evaluate the Granite Families Project's restrictions on system and data access.
Security Requirements	RM-8	The Contractor must evaluate the Granite Families Project's security and risk analysis.

Security Requirements	RM-9	The Contractor must verify that processes and equipment are in place to back up clientand project data and files and archive them safely at appropriate intervals.
Requirements Analysis	RM-10	The Contractor must verify that an analysis of State and federal needs and objectives has been performed to verify that requirements of the system arewell understood, well defined, and satisfy federal regulations.
Requirements Analysis	RM-11	The Contractor must verify that all stakeholders have been consulted to the desired functionality of the system, and that users have been involved inprototyping of the user interface.
Requirements Analysis	RM-12	The Contractor must verify that all stakeholders have bought-in to all changes which impact project objectives, cost, or schedule.
Requirements Analysis	RM-13	The Contractor must verify that performance requirements (e.g. timing, response time, and throughput) satisfy user needs.
Requirements Analysis	RM-14	The Contractor must participate in Discovery sessions and provide staff to validate documentation provided by the DDI Contractor.
Interface Requirements	RM-15	The Contractor must verify that all system interfaces are exactly described, by medium and by function, including input/output control codes, data format, polarity, range, units, and frequency.
Requirements Analysis	RM-16	The Contractor must verify that approved interface documents are available and that appropriate relationships (such as interface working groups) are in place with all agencies and organizations supporting the interfaces.
Requirements Allocation and Specification	RM-17	The Contractor must verify that all system requirements have been allocated to either a software or hardware subsystem.
Reverse Engineering	RM-18	If a legacy system or a transfer system is or will be used in development, the Contractor must verify that a well-defined plan and process for reengineering the system is in place and is followed. The process, depending on the goals of the reuse/transfer, may include reverse engineering, code translation, re-documentation, restructuring, normalization, and re-targeting.

11. Software Development

11.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Software Development (SD) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION

High-Level Design	SD-1	The Contractor must evaluate and make recommendations on existing high level design products to verify the design is workable, efficient, andsatisfies all system and system interface requirements.
High-Level Design	SD-2	The Contractor must evaluate the design products for adherence to the Granite Families Project design methodology and standards.
High-Level Design	SD-3	The Contractor must evaluate the design and analysis process used to develop the design and make recommendations for improvements. Evaluatedesign standards, methodology, and CASE tools and make recommendations.
High-Level Design	SD-4	The Contractor must verify that high-level design requirements can be traced back tosystem requirements.
High-Level Design	SD-5	The Contractor must verify that all design products are under configuration control andformally approved before detailed design begins.
Detailed Design	SD-6	The Contractor must participate and assist the joint PMO in Preliminary Design Review(PDRs). The PDR is conducted after preliminary design efforts, but before the start of detailed design. This review is the first opportunity for the joint PMO to closely observe the DDI Contractor's hardware and software design. This review shall include the DDI Contractor's description of all design changes made, with respect to the original design disclosed in the technical proposal and to provide the rationale for the changes.
Detailed Design	SD-7	The Contractor must evaluate and make recommendations on existing detailed designproducts to verify that the design is workable, efficient, and satisfies all high-level design requirements.
Detailed Design	SD-8	The Contractor must evaluate design products for adherence to the Granite Families Project design methodology and standards.
Detailed Design	SD-9	The Contractor must evaluate the design and analysis process used to develop thedesign and make recommendations for improvements.
Detailed Design	SD-10	The Contractor must evaluate design standards, methodology and CASE tools andmake recommendations.

Detailed Design	SD-11	The Contractor must verify that detailed design requirements can be traced back tosystem requirements and high-level design.
Detailed Design	SD-12	The Contractor must verify that all design products are under configuration control and formally approved before coding begins.
Detailed Design	SD-13	The Contractor must participate and assist the joint PMO and DHHS in incremental reviews, leading up to an overall system Critical Design Review (CDR), and provide recommendations for moving forward or exercising project controls, each with a respective rationale. CDR is an interdisciplinary product and process assessment to ensure that the system under review can proceed into the system fabrication, demonstration, and test phases, and can meet the stated performance requirements within the cost (project budget), schedule (project schedule), risk, and other system constraints as defined by the joint PMO. Generally, this review assesses the system's final design as captured in the product's business process and technical specifications for each configuration item in the system (product baseline) and ensures that each product in the product baseline has been captured in the detailed design documentation.
Job Control	SD-14	The Contractor must perform an evaluation and make recommendations on existing job control and on the process for designing job control.
Job Control	SD-15	The Contractor must evaluate the system's division between batch and on-line processing with regard to system performance and data integrity.
Job Control	SD-16	The Contractor must evaluate batch jobs for appropriate scheduling, timing and internal and external dependencies.
Job Control	SD-17	The Contractor must evaluate the appropriate use of open source (OS) scheduling software.
Job Control	SD-18	The Contractor must verify that job control language scripts are under an appropriate level of configuration control.
Code	SD-19	The Contractor must evaluate and make recommendations on the standards and processes currently in place for code development.

Code	SD-20	The Contractor must evaluate the existing code base for portability and maintainability, taking software metrics, including but not limited to modularity, complexity, and source and object size.
Code	SD-21	The Contractor must evaluate Code documentation for quality, completeness (including maintenance history) and accessibility.
Code	SD-22	The Contractor must evaluate the coding standards and guidelines and the Granite Families Project's compliance with these standards and guidelines. This evaluation will include, but is not limited to, structure, documentation, modularity, naming conventions, and format.
Code	SD-23	The Contractor must evaluate the Granite Families Project's use of software metrics in management and quality assurance.
Unit Test	SD-24	The Contractor must evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules.
Unit Test	SD-25	The Contractor must evaluate the level of test automation, interactive testing, and interactive debugging available in the test environment.
Unit Test	SD-26	The Contractor must verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented.
Unit Test	SD-27	The Contractor must verify and validate unit test results of all program modules and processes, including code review as necessary, before they are integrated and system tested and ensure results of the unit tests are fully documented. The DDI Contractor is required to conduct system development, including quality assurance, in accordance with the approved system design Deliverables.

12. System and Acceptance Testing

12.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for System & Acceptance Testing (ST) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION

System IntegrationTest	ST-1	The Contractor must evaluate the plans, requirements, environment, tools, and procedures used for integration testing of system modules.
System IntegrationTest	ST-2	The Contractor must evaluate the level of automation and the availability of the systemtest environment.
System IntegrationTest	ST-3	The Contractor must verify that an appropriate level of test coverage is achieved bythe test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
System IntegrationTest	ST-4	The Contractor must verify that the test organization has an appropriate level ofindependence from the development organization.
Interface Testing	ST-5	The Contractor must evaluate interface testing plans and procedures for compliancewith industry standards.
User Acceptance Testing	ST-6	The Contractor must verify test scripts and plans that are complete with step-by-step procedures, required pre-existing events or triggers,and expected results for UAT test artifacts.
User Acceptance Testing	ST-7	The Contractor must evaluate the plans, requirements, environment, tools, andprocedures for pilot testing the system.
User Acceptance Testing	ST-8	The Contractor must verify that a sufficient number and type of test case scenarios areused to ensure comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
User Acceptance Testing	ST-9	The Contractor must verify that test results are verified, that the correct code configuration has been used, and that the test runs are appropriately documented, including formal logging of errorsfound in testing.
User Acceptance Testing	ST-10	The Contractor must verify the test organization has an appropriate level ofindependence from the development organization.
User Acceptance Testing	ST-11	The Contractor must validate user acceptance test results from the DDI Contractor with the joint PMO prior to implementation and on an ongoingbasis as changes are made to the system.
User Acceptance Testing	ST-12	The Contractor must prepare a user acceptance test validation strategy to ensure thatthe new technology meets the current and planned business needs.

User Acceptance Testing	ST-13	The Contractor must document and report concerns, issues and risks, and recommendations as to the readiness for user acceptance testing. The intent of this task is to verify that the test plan was followed, and the criteria used to test the scenarios for each deliverable has been reviewed and documented according to the processes developed.
Acceptance and Turnover	ST-14	The Contractor must ensure that acceptance procedures and criteria for each product are defined, reviewed, and approved prior to test and the results of the test must be documented. Acceptance procedures must also address the process by which any software product that does not pass acceptance testing will be corrected.
Acceptance and Turnover	ST-15	The Contractor must verify that appropriate acceptance testing based on the defined acceptance criteria is performed satisfactorily before acceptance of software products.
Acceptance and Turnover	ST-16	The Contractor must verify that the acceptance test organization has an appropriate level of independence from the subcontractor.
Acceptance and Turnover	ST-17	The Contractor must verify that training in using the contractor-supplied software is to be on-going throughout the development process, especially If the software is to be turned over to State staff for operation.
Acceptance and Turnover	ST-18	The Contractor must review, evaluate and provide feedback of the implementation plan.
Acceptance and Turnover	ST-19	At the State's option, the Contractor must perform random sampling of test results documents and execute the test scenarios during the testing phases to verify that the system performs according to the documented results.
Acceptance and Turnover	ST-20	The Contractor must conduct reviews of testing to ensure that critical elements of the system, as delivered by the DDI Contractor, are stable and comply with State requirements as detailed in the RFP.
Acceptance and Turnover	ST-21	The Contractor must verify, as required, that the system is free from defects, that it functions per the approved system design, has validated requirements, and is ready for user acceptance testing prior to the completion of the integration and system testing.

Acceptance and Turnover	ST-22	The Contractor must analyze all integration/system results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of integration/system test plan. Assess the validity of system stress/load testing conducted by the implementation vendor.
Acceptance and Turnover	ST-23	The Contractor must participate in the review of test results and ensure results of testing are fully documented by the DDI Contractor.

13. Data Management

13.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Data Management (DM) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Data Conversion	DM-1	The Contractor must evaluate the State's existing and proposed plans, procedures andsoftware for data conversion.
Data Conversion	DM-2	The Contractor must verify that procedures are in place and are being followed to review the converted data for completeness and accuracy and toperform data clean-up as required.
Data Conversion	DM-3	The Contractor must determine conversion error rates and if the error rates aremanageable.
Data Conversion	DM-4	The Contractor must make recommendations on making the conversion process more efficient and on maintaining the integrity of data during the conversion.
Data Conversion	DM-5	The Contractor must conduct an initial assessment of data conversion plans, procedures, and software including: a. Relevant data conversion Deliverables, giving particular attention to parallel testing; b. Procedures for reviewing converted data for completeness and accuracy; c. Monitoring errors; and d. Contingency plans.
Data Conversion	DM-6	The Contractor must analyze all data conversion results documentation to ensure concerns, issues, risks, and recommendations have met the requirements of the data conversion plan and to ensure data integrity is maintained.
Database Design	DM-7	The Contractor must evaluate new and existing database designs to determine if they meet existing

		and proposed system requirements.
Database Design	DM-8	The Contractor must evaluate the Granite Families Project's process for administering the database, including backup, recovery, performance analysis, and control of data item creation.

14. Post Implementation and Operations Oversight

14.1. The Contractor must provide the anticipated IV&V Deliverables and Requirements for Post Implementation and Operations Oversight (OO) included in the following table:

DELIVERABLE	DELIVERABLE #	DESCRIPTION
Operational ChangeTracking	OO-1	The Contractor must evaluate the State solution's change request and defecttracking processes.
Operational ChangeTracking	OO-2	The Contractor must evaluate implementation of the process activities and requestvolumes to determine if processes are effective and are beingfollowed.
Customer & User Operational Satisfaction	OO-3	The Contractor must evaluate user satisfaction with the solution(s) to determine areasfor improvement.
Operational Goals	OO-4	The Contractor must evaluate impact of the solution(s) on program goals andperformance standards.
Operational Documentation	OO-5	The Contractor must evaluate operational plans and processes.
Operational Processes and Activity	OO-6	The Contractor must evaluate implementation of the process activities including backup, disaster recovery, and day-to-day operations to verify theprocesses are being followed.
Post Implementation	OO-7	The Contractor must participate in post implementation review and prepare a post implementation report that provides information regarding the benefit and success of the system and suggestions for improvement in areas that can be applied directly to the ongoing program.
Post Implementation	OO-8	The Contractor must evaluate feedback from stakeholders and recommend changes in how the State implements a new system or new components.
Post Implementation	OO-9	The Contractor must document lessons learned and submit a report to the State.
Post Implementation	OO-10	The Contractor must assess system maintenance strategy and execution.
Post Implementation	OO-11	The Contractor must review and provide analysis of operational performance metrics.

Post Implementation	OO-12	The Contractor must prepare a post-implementation report that provides information in areas that can be applied directly to the ongoing program, on a schedule determined by the State.

15. DDI Contract Project Requirements and Deliverables

The responsibilities described in this section are those of the DDI Contractor and are provided as reference to enhance understanding of the DDI Contractor's scope. The IV&V Contractor will provide oversight and coordination support for the DDI Contractor's work consistent with the enhanced IV&V Scope of Work in this Exhibit B.

15.1. The DDI Contractor must be in compliance with the State's requirements associated with Granite Families Project Modules - configure, implement and support Maintenance and Operations (M&O) for modules including:

15.1.1. Intake (migration to State Salesforce organization and Structured Decision Making (SDM) integration).

15.1.2. Assessment.

15.1.3. Case.

15.2. The DDI Contractor must support the State's Granite Families Project Salesforce Organization - configure, implement, and support M&O of the Granite Families Project Salesforce environments including:

15.2.1. Salesforce Organization.

15.2.2. Development Operations (DevOps).

15.2.3. Security.

DDI Business and Technical Requirements

15.3. The DDI Contractor must be responsible for meeting the State's Technical Requirements, including but not limited to:

15.3.1. All software subscriptions, licensing and infrastructure, including Salesforce, shall be procured by the State at project onset. The DDI Contractor shall have full access rights to such software beginning on the first day of the Agreement term and continuing through the termination of the agreement. Requirements that are to be satisfied through the Salesforce Platform and the associated performance expectations shall be managed by the State through the State's agreement with Salesforce and/or their reseller, including System and Organization Controls (SOC) audits.

15.3.2. The State will provide the DDI Contractor access to the New Hampshire Bridges and DCYF (the State) business and Subject Matter Experts (SMEs), existing system documentation, and other applicable content to be used for discovery.

DDI Granite Families Modules

15.4. The DDI Contractor must ensure the Intake and Assessment modules meet a defined scheduled release following the initial discovery phase of the Granite Families Project.

DDI Intake (Salesforce Granite Families Application)

15.5. The DDI Contractor must ensure the intake module, which is currently configured in the New Hampshire State of Information Technology (DoIT) enterprise Salesforce Organization structure will be migrated by the DDI Contractor to the State Salesforce Organization with support from State staff, including DoIT.

15.5.1. The State will:

15.5.1.1. Provide the Intake Salesforce installation package that can be installed in Granite Families Project Salesforce org with minimal effort and support as needed to resolve issues.

15.5.1.2. Provide the Intake MuleSoft integration Application Programming Interface (API) installation package for services that support synchronizing Intake data from Granite Families Project with NH Bridges and support as needed to resolve issues.

15.5.1.3. Provide SDM algorithm and specifications.

15.5.1.4. Perform User Acceptance Testing (UAT) re-validating previously accepted results.

15.5.2. The DDI Contractor must:

15.5.2.1. Apply the packages provided by the State to the State Salesforce Organization.

15.5.2.2. Complete a smoke test to validate that the deployment was successful.

15.5.2.3. Modify the Intake and Assessment SDM with the SDM algorithm provided by State.

15.5.2.4. Provide UAT support for deployment and SDM issue resolution.

DDI Assessment and Case

15.6. The DDI Contractor must provide the assessment, Child Protective Services case and Juvenile Justice case modules with the option using the DDI Contractor's GovConnect CCWIS Salesforce accelerator at the discretion of the State. GovConnect is pre-configured to support child welfare use-cases as well as the DCYF (the State) epics developed in preparation for this scope of work to be provided during project start-up. For each sprint, a fit gap analysis will be completed to identify alignment of the GovConnect CCWIS accelerator with the DCYF (the State) epics using user stories to document requirements. The scope of Assessment and Case

shall include but is not limited to features that will be elaborated and confirmed during discovery to include:

15.6.1. Assessment Screens

- 15.6.1.1. Assignment History.
- 15.6.1.2. Administrative Review.
- 15.6.1.3. Client Relationships.
- 15.6.1.4. Abuse/Neglect Information.
- 15.6.1.5. Collateral Information.
- 15.6.1.6. Referral Acceptance.
- 15.6.1.7. Document Imaging and Tracking.
- 15.6.1.8. Assign/Transfer.
- 15.6.1.9. Associated Referrals/Case.
- 15.6.1.10. Law Enforcement Letters.
- 15.6.1.11. Due Process Notification.
- 15.6.1.12. Human Trafficking Episodes.
- 15.6.1.13. Reporting (using out of the box (OOTB) Salesforce features).
- 15.6.1.14. Find Worker.
- 15.6.1.15. Assessment close and open process.
- 15.6.1.16. Supervisory Approvals.
- 15.6.1.17. USPS Zip code lookup webpage.
- 15.6.1.18. Client Search.
- 15.6.1.19. Race/Ethnicity Information.
- 15.6.1.20. Central Registry Management and Perpetrator Search.
- 15.6.1.21. Assessment Findings - Prior Reports.
- 15.6.1.22. Contact information.
- 15.6.1.23. Collateral Entry and Search.
- 15.6.1.24. To Do List.
- 15.6.1.25. Referral Narrative.
- 15.6.1.26. Medical Information.
- 15.6.1.27. Collect Client Demographic Information.
- 15.6.1.28. Employment/Education/Military Information.

15.6.1.29. Finances.

15.6.1.30. Client - Medical Information.

15.6.1.31. Service Authorization.

15.6.1.32. Medicaid Authorization.

15.6.1.33. Assessment Extension.

15.6.1.34. Assessment Notes.

15.6.1.35. Case Connection.

15.6.1.36. Assessment Findings.

15.6.1.37. Assessment Closure.

15.6.1.38. SDM - Immediate Safety, Safety Review and Risk Review.

15.6.1.39. Response Priority Approval.

15.6.1.40. Supervisor Approvals.

15.6.1.41. Workload and Inbox Management.

15.6.1.42. National Child Abuse and Neglect Data System (NCANDS) Data Collection.

15.6.1.43. Restriction of Assessments.

15.6.2. Case Screens

15.6.2.1. Worker Assignment History.

15.6.2.2. Client Relationships.

15.6.2.3. Collect Client Demographic Information.

15.6.2.4. Collateral Information.

15.6.2.5. Case Contact Log.

15.6.2.6. Document Imaging and Tracking.

15.6.2.7. Adoption and Foster Care Analysis and Reporting System (AFCARS) Data Collection.

15.6.2.8. National Youth in Transition Database (NYTD) Data Collection.

15.6.2.9. Service Authorization & Unpaid Placements.

15.6.2.10. Removals.

15.6.2.11. Placement History.

15.6.2.12. Trial Home Visits.

15.6.2.13. Adoption and Safe Families Act (ASFA).

15.6.2.14. Provider Information Access\Lookup in Legacy system.

15.6.2.15. Medicaid Authorization.

15.6.2.16. Court Information.

15.6.2.17. Case Plans and Report Templates.

15.6.2.18. Assign/Transfer.

15.6.2.19. Associated Referrals/Case.

15.6.2.20. Human Trafficking Episodes.

15.6.2.21. Reporting (supported by Salesforce OOTB features).

15.6.2.22. Find Worker.

15.6.2.23. Case close and open process.

15.6.2.24. Adoption Functionality (Sealing of Records and Adoption Subsidy).

15.6.2.25. Supervisory Approvals.

15.6.2.26. United States Postal Service (USPS) Zip code lookup webpage.

15.6.2.27. Client Search.

15.6.2.28. Central Registry and Perpetrator Search.

15.6.2.29. Contact information.

15.6.2.30. Collateral Entry and Search.

15.6.2.31. To Do List.

15.6.2.32. Medical Information.

15.6.2.33. Employment/Education/Military Information.

15.6.2.34. Finances.

15.6.2.35. Client - Medical Information.

15.6.2.36. Case Connection.

15.6.2.37. Case Review and Administrative Review.

15.6.2.38. ICPC Functionality.

15.6.2.39. SDM - In Home Risk Review and Reunification review.

15.6.2.40. Supervisor Approvals.

15.6.2.41. Restriction of Cases.

15.6.2.42. Workload and Inbox Management.

15.6.2.43. Permanency Planning Functionality.

15.6.3. Forms

15.6.3.1. 5A - Service Authorization.

15.6.3.2. 100A – Interstate Compact on the Placement of Children (ICPC) Request.

15.6.3.3. 100B - Report on Child's Placement Status.

15.6.3.4. 1174 - Law Enforcement Notification.

15.6.3.5. 2103 - Service Authorization Request.

15.6.3.6. 2108 - Board and Care Invoice.

15.6.3.7. 2110 - Service Authorization.

15.6.3.8. 2159 - Contact Log.

15.6.3.9. 2204 - Intake/Assessment Info.

15.6.3.10. 2205 – Additional Intake Info.

15.6.3.11. 2209 - Family Assessment of Safety.

15.6.3.12. 224OM - Case Plan – Maintain in Home.

15.6.3.13. 2240P - Case Plan – Permanency.

15.6.3.14. 2240R - Case Plan – Reunification.

15.6.3.15. 2240L - Case Plan - Legally Free.

15.6.3.16. 2240(I) - Case Plan Instructions.

15.6.3.17. 2246 - Educational Narrative.

15.6.3.18. 2280 - ICPC Home Study.

15.6.3.19. 2284 – Interstate Compact IC) Progress Report.

15.6.4. Federal Reporting

15.6.4.1. The Granite Families solution will include features to collect data elements required to support NCANDS, AFCARS and NYTD.

15.6.4.2. The State will create and submit NCANDS, AFCARS and NYTD.

15.6.5. Data Quality

15.6.5.1. DDI Contractor shall maintain data dictionary in Salesforce for configuration changes and maintenance of it throughout the Granite Families Project for the new attributes and objects created for the Granite Families Project.

15.6.5.2. DDI Contractor shall make recommendations and/or assist with making improvements to the existing the State Data Quality Plan.

15.6.6. Data Migration

15.6.6.1. Migrate legacy system New Hampshire Bridges data required for the Intake, Assessment and Case modules using the existing Informatica and or MuleSoft Platform. The Data migration scope includes the below:

15.6.6.1.1. Complete a data migration analysis of New Hampshire Bridges by reviewing the existing New Hampshire Bridges data sets, to develop an effective conversion plan.

15.6.6.1.2. Develop Data mapping documents to map the New Hampshire Bridges data elements to new Granite Families Project.

15.6.6.1.3. Data mapping documents will be developed by conducting multiple sessions with technical and business SMEs from the State who are experts in the legacy system functions and data model.

15.6.6.1.4. Develop transformation and load programs to transform and load the data using the transformation rules specified in the mapping documents.

15.6.6.1.5. Conduct data profiling to analyze the quality of migrated data and correct issues directly within the Granite Families or rerun data migration with corrections as necessary.

15.6.6.1.6. Develop a historical archive framework for legacy objects, as mutually agreed upon between the State and the DDI Contractor that documents data lineage including data element mapping for legacy system data to Salesforce objects created to carry forward historical archive data which is not required by the new system for transaction processing but is to be retained for querying and reporting purposes.

15.6.6.1.7. Provide reports of conversion exceptions and needed data cleanup of legacy system data provided by the State

15.6.6.2. The State is responsible for addressing conversion exceptions and performing legacy system data cleanup.

15.6.6.3. The State will provide New Hampshire Bridges data extracts in the mutually agreed formats.

15.6.7. Interfaces

15.6.7.1. The below interfaces will be integrated with Granite Families solution using the existing State MuleSoft integration platform.

15.6.7.1.1. Document Imaging

15.6.7.1.1.1. DDI Contractor shall integrate the Granite application with OnBase to upload documents using a State provided API.

15.6.7.1.2. Master Client Index (MCI)

15.6.7.1.2.1. The DDI Contractor shall integrate the Granite Families application to search MCI, and provide client search results back from MCI using Rest APIs.

15.6.7.1.2.2. The State will provide rest APIs to retrieve search results from MCI.

15.6.7.1.2.3. The State will provide rest APIs to MCI records for new clients.

15.6.7.1.3. Data Synchronization

15.6.7.1.3.1. The DDI Contractor shall synchronize Assessment and Case data from Granite Families Project into New Hampshire Bridges on mutually agreed trigger points from Granite Families Project solution.

DDI Deliverables, Activity, Or Milestone

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

15.7.1. The following tables identify the anticipated Deliverables. The State reserves the right to request additional analyses, as needed. Likewise, the Contractor may suggest development of additional Deliverables in specific areas.

15.7.2. The State must authorize the need for any additional Deliverables prior to their development.

15.7.3. Where applicable, the deliverable must be developed in accordance with PMBOK, and IEEE (or approved equivalent) standards.

15.7.4. When no applicable standard exists, the methodology and processes used in the analysis and creation of the Deliverable must be delivered to the State prior to its use, and described in the final Deliverable.

15.7.5. All Deliverables, standards, processes, plans, and applicable reference materials will be made available upon request of the State.

15.7.6. Copies of all Deliverables will be delivered simultaneously to the State and to the appropriate Federal agencies. Frequencies of Deliverables are provided in the table below.

15.7.7. The State reserves the right to extend the due date if appropriate, due to document size, schedule or changes in scope. The DDI Contractor must notify the State of an anticipated delay of a Deliverable, as far in advance of the due date as possible.

15.7.8. The State will provide access to the State's portfolio management platform to manage all aspects of the Granite Families Project including but not limited to schedule, risks, issues, decisions, status, financials, team members, documents, chat, meetings and reporting.

15.7.9. The State utilizes Smart sheet for project management and Microsoft Teams Sites for video conferencing, chat, and document repositories.

15.7.10. The DDI Contractor must work with the State to support the Activities, Deliverables and Milestones for the Granite Families Project Contract, in Table: DDI Contractor Activity/ Deliverables/ Milestones below.

15.7.10.1. Table: DDI Contractor Activity/ Deliverables/ Milestones is a list of the DDI Contract Deliverables to be measured.

Table: DDI Contract ACTIVITY / DELIVERABLES / MILESTONES

DDI ACTIVITY, DELIVERABLE, OR MILESTONE		DELIVERABLE TYPE
PLANNING AND PROJECT MANAGEMENT		
1	Conduct Project Kickoff Meeting	Non-Software
2	DDI Contractor Work Plan	Written
3	Attestation of Background Check	Written
4	Project Status Reports	Written
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
6	Information Security Plan (ISP)	Written
7	Communications and Change Management Plan	Written

8	Software Configuration Plan	Written
9	Systems Interface Plan and Design/Capability	Written
10	Testing Plan	Written
11	Data Conversion Plan and Design	Written
12	Deployment Plan	Written
13	Comprehensive Training Plan and Curriculum	Written
14	End User Support Plan	Written
15	Business Continuity of Operations Plan (COOP)	Written
16	Documentation of Operational Procedures	Written
17	Data Protection Impact Assessment (DPIA)	Written
18	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
19	Disaster Recovery Plan (DRP)	
INSTALLATION		
20	Provide Software Licenses (if needed)	Written
21	Provide Fully Tested Data Conversion Software	Software
22	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
23	Conduct Integration Testing	Non-Software
24	Conduct User Acceptance Testing	Non-Software
25	Perform Production Tests	Non-Software

26	Test In-Bound and Out-Bound Interfaces	Software
27	Conduct System Performance (Load/Stress) Testing	Non-Software
28	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
29	Security Risk Assessment (SRA) Report, including a Privacy Impact Assessment (PIA)	Written
30	Security Authorization Package	Written
SYSTEM DEPLOYMENT		
31	Converted Data Loaded into Production Environment	Software
32	Conduct Training	Non-Software
33	Cutover to New Software	Non-Software
34	Provide Documentation	Written
35	Execute System Security Plan	Non-Software
OPERATIONS		
36	Ongoing Hosting Support	Non-Software
37	Ongoing Support & Maintenance	Software
38	Conduct Project Exit Meeting	Non-Software
39	Contract End of Life Transition	Non-Software

16. State Objectives

16.1. The Contractor must work with the State to support the DDI Contractor and the Granite Families Contract, including but not limited to:

16.1.1. CCWIS Compliance - The new system must support the CCWIS requirements.

16.1.2. Ease of Use – the new system must include a modern user interface (UI) and user experience (UX) that will improve overall system accessibility through a user-friendly system designed with a user centric design approach.

16.1.3. Mobility friendly system – the new system must include a Secure Responsive Web Design (RWD) that enables relevant use cases for a mobile workforce that enables increased efficiency, avoids duplicate data entry, and maximizes time spent with children and families.

16.1.4. Workflow – the new system must support the addition and modification of workflows in a flexible agile methodology that adjusts with rapidly changing business needs.

16.1.5. Operational Efficiencies - Through improved workload management and streamlined data entry process the new system must increase operational efficiencies for caseworkers.

16.1.6. Enhanced Community Partnership – the new system must enable providers and external agencies to better assess children's and families' needs; match them to appropriate services and providers; and enable providers and external agencies to interact with the system to improve overall case coordination.

16.1.7. Enhanced Data Exchange – the new system must support new data exchanges with the Master Client Index (MCI), Document Imaging system, and the New Hampshire Bridges system which should I be built to leverage the existing enterprise platform (e.g. MuleSoft, Informatica, Salesforce).

16.1.8. Data Quality – the new system must be built with controls for data integrity, auditing, reporting, and a data quality plan, which includes continuous monitoring of data quality. The new system will address current deficiencies in data collection and quality and enable a more robust monitoring and quality improvement process that leads to actionable insights.

16.1.9. Enhanced Reporting - the new system must be designed with reports outlined in the CCWIS reporting requirements to meet the latest CCWIS reporting requirements. Enhanced reporting will leverage and will integrate with the State's existing Enterprise Business Intelligence (EBI) solution.

16.1.10. The new system must be based on an enterprise system architecture that enables State service integration and the agility to support ongoing technology evolution.

16.1.11. Scalability – the new system must utilize the existing enterprise platform to quickly and easily increase the size and/or performance of the Granite Families Project solution to allow the State to quickly adapt to the changing needs of the families and children of New Hampshire.

16.2. The Contractor must ensure all DDI Deliverables are approved by the State to be considered complete.

16.3. The Contractor must ensure, in all cases, payments to the DDI Contractor shall be contingent upon written State approval of Deliverables.

16.4. The Contractor shall not rely on any verbal commitment from the State regarding report

approval. No review will be considered complete until the approved documentation is delivered to the appropriate Federal agencies and the State.

16.4.1. For instances wherein the Contractor delivers a one-time, focused, whether solicited by the State or unsolicited, review of some project artifact, process, or Deliverable, called a Deliverable Observation Review (DOR), the proposal for review must include descriptions of the actions that shall be taken to produce the DOR Report, a proposed format and content outline for each DOR Deliverable, and the Contractor must obtain State approval prior to any commencement of work.

16.5. The State must approve, in writing, changes to milestones, Deliverables or other material changes to the contract prior to implementation of changes.

16.6. The State may require concurrence of the appropriate Federal agencies in any changes prior to their implementation.

16.7. **Background Checks**

Prior to permitting any individual to provide services under this Agreement, the selected Vendor must ensure that said individual has undergone:

16.7.1. A criminal background check, at the selected Vendor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

16.7.2. A name search of the Department's Bureau of Elderly and Adult Services (BEAS) Department Registry, pursuant to RSA 161-F - 49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

16.7.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C - 35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

16.8. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

16.9. Contractor workforce shall not be permitted to handle, access, view, store or discuss Department Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on Department provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five-year period will be based on the date of the last

Criminal Background Check conducted by the Contractor or its Agent.

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

16.11. **Privacy Impact Assessment**

16.11.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department 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 Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following -

16.11.1.1. How PII is gathered and stored;

16.11.1.2. Who will have access to PII;

16.11.1.3. How PII will be used in the system;

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

16.11.1.5. Privacy practices.

16.11.2. The Department 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.

16.12. **Department Owned Devices, Systems and Network Usage**

16.12.1. Contractor's End Users authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement must:

16.12.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

16.12.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

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

16.12.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, 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 Department;

16.12.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

16.12.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

16.12.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

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

16.12.1.9. Agree when utilizing the Department's email system:

16.12.1.9.1. To only use a Department email address assigned to them with a "@ affiliate. Department.NH.Gov".

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

16.12.1.9.2. 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."

16.12.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

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

16.12.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

16.12.1.10.3. Agree End User's will only access the Department' intranet to view the Department's Policies and Procedures and Information Security webpages.

16.12.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

16.12.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

16.12.2. Workspace Requirement

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

16.13. **Department State-Owned Loaned Assets**

16.13.1. If authorized by the Department, the Contractor must utilize the Department's State-owned loaned assets to expand upon their personnel's ability to perform the scope of work outlined in Exhibit B – Scope of Services. The loaned assets will be outlined by the Department prior to deployment and an updated Exhibit B-2 Asset Inventory will be amended to the contract, which is attached hereto and incorporated by reference herein. The Contractor agrees to the following terms regarding the use of loaned assets:

16.13.1.1. Assets to be Used by User: Subject to the terms and conditions of this Agreement, the Department agrees to provide to User with

the Assets listed on Exhibit B-2 Department Loaned Asset Inventory, which is attached hereto and incorporated by reference herein. This is a non-transferable right for the User to use the Assets. The type of asset and quantity deployed will be determined jointly by the Contractor and the Department. An Asset inventory reflecting the deployed Assets will be managed by the Department with input and validation by the Contractor and will be updated as needed for asset management for the duration of this Agreement.

16.13.1.2. The Contractor agrees to use and operate the assets only in conjunction with the business use stated herein for administration of the Exhibit B – Scope of Services, unless otherwise agreed upon by mutual written consent, and with written exception approval by the Department's Information Security or Deputy Information Security Officer.

16.13.1.3. The Contractor agrees the terms and conditions of the entire Agreement apply to the loaned assets as well.

16.13.1.4. The Contractor agrees the loaned assets will not be taken out of the contiguous United States nor will remote software be used to remote into the device from outside the contiguous United States.

16.13.1.5. The Contractor acknowledges the assets will be provided with specific standard Microsoft software identified on Exhibit B-2. The Contractor agrees it will not purchase for or install software in the loaned asset. If non-standard software is required, the Contractor and the Department's DCYF Information Services Lead will work with the Department's Security Office to obtain appropriate approvals and security reviews prior to software/application procurement and installation.

16.13.1.6. The Contractor acknowledges the Department's Security Office and NH DoIT will provide technical assistance or IT support in association with the use of the assets. The DCYF Granite Families System technical team, the system contractor, and/or NH Department of Information Technology (DoIT) will provide technical assistance or IT support for the use of the system as applicable.

16.13.1.7. The Contractor understands the loaned assets may be replaced by the Department or NH DoIT over the life of the Agreement and agrees to comply with requirements to return and receive new devices as directed by the Department and/or NH DoIT.

16.13.1.8. The Contractor understands and agrees that the Department retains ownership of the loaned assets and will return them to

the Department in good working condition within thirty (30) days of contract termination, inclusive of any amendments to extend the contract term.

16.13.1.9. Upon termination of the Agreement the assets will be returned to the Department's Information Security Office and the data preserved per the terms and conditions of the Agreement and, if applicable, the Contract End-of-Life Transition plan.

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

16.14.1. General Requirements

16.14.1.1. 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 Department and, if applicable, the Contractor engaged by the Department 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 Department, the Contractor must begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

16.14.1.2. 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.

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

16.14.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition

Services shall be deemed to be Services for purposes of this Contract.

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

16.14.1.6. In the event where the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit E - Department Information Security Requirements.

16.14.2. Completion of Transition Services

16.14.2.1. 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 Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

16.14.2.2. 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 Exhibit E - Department Information Security Requirements.

16.14.2.3. Disagreement over Transition Services Results

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

17. Exhibits Incorporated

17.1. The Contractor must comply with all Exhibit D, Federal Requirements, which are attached hereto and incorporated by reference herein.

17.2. The Contractor must manage all data and technology related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

17.3. Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit F, Business Associate Agreement, which has been executed by the parties and Exhibit E, Information Security Requirements Exhibit, which is attached hereto and incorporated by reference herein.

18. Website And Social Media

18.1. Contractor shall protect and not disclose, unless expressly provided in the Contract, protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the Information Security Requirements Exhibit (Exhibit F: DHHS Information Security Requirements), the Business Associates Agreement Exhibit and all applicable state rules and state and federal law. 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 will not be tracked, disclosed or used for website or social media analytics or marketing.

18.2. State of New Hampshire's Website Copyright

18.3. 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.

19. Data Location

19.1. 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 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.

20. Data Integration and Ingestion

20.1. The Contractor must provide the professional services and automated daily, no less than once per day, 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, or another secured methodology mutually agreed upon by both parties. Additionally, a data dictionary and model must be provided for any data being provided to the State.

20.2. The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools as well as create data models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.

21. Federal Data

21.1. 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(s) from unauthorized access and improper disclosure, as well as adhere to NIST 800-53 (latest version).

21.2. The State will provide the Security Requirements and Procedures for the applicable federal agency or agencies to the Contractor, within 10 business days from Governor and Council approval, to assist in meeting its federal safeguarding requirements. In addition to the NH DHHS Information Security Requirements Exhibit E (Exhibit E: DHHS Information Security Requirements), the provided federal agency security document(s) will impart 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.

22. Additional Terms

22.1. Impacts Resulting from Court Orders or Legislative Changes

22.1.1. The Contractor agrees that, to the extent future Department or federal legislation or court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

22.2. Credits and Copyright Ownership

22.2.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following Department, "The preparation of this (report, document etc.) was financed under an Contract with the Department of New Hampshire, Department of Health and Human Services, with funds provided in part by the Department of New Hampshire and/or such other funding sources as were available or required, e.g., the United Department s Department of Health and Human Services."

22.2.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

22.2.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to -

22.2.3.1. Brochures.

22.2.3.2. Resource directories.

22.2.3.3. Protocols or guidelines.

22.2.3.4. Posters.

22.2.3.5. Reports.

22.2.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

23. Records

23.1. The Contractor must keep records that include, but are not limited to:

23.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

23.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

23.1.3. During the term of this Agreement and the period for record retention hereunder, in accordance with Exhibit E - Department Information Security Requirements , the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

23.1.4. If, upon review of the Final Expenditure Report the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

Exhibit B - 2
Asset List
Reserved for future use. Template to be utilized is below

Contractor Name: _____

Full Name of Primary Point of Contact for Asset: _____

Email Address for POC: _____

Phone Number for POC: _____

Office Address for POC: _____

Asset Description

Contractor Initials Initial MS

Date 2/3/2025

New Hampshire Department of Health and Human Services
Independent Verification and Validation (IV&V) Granite Families
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 50% Federal funds, New Hampshire Foster Care, as awarded on October 1, 2022, by the Administration for Children & Families, ALN #93.658, FAIN #2301NHFOST.
   1.2. 50% General Funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, in accordance with 2 CFR §200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Tables #1 - #2 below:

   Table #1: Fixed Cost Deliverables

   3.1. Fixed Costs in the table below are inclusive of all Deliverables defined in Exhibit Band are applicable for the initial contract term.

   3.2. Deliverable ST-19 Testing Analyst services, shall be provided by Contractor solely at the request of the State and in accordance with the hourly rate and maximum hours noted below.

Deliverable #	Amount	Frequency	Quantity	Total
IM-1 IV&V Management Plan- Initial	$25,850.61	One Time	1	$25,850.61
IM-3 Initial Review	$373,156.92	One Time	1	$373,156.92
IM-4 Update	$21,804.43	Quarterly	5	$109,022.15
IM-6 & IM-7 Initial and Periodic IV&V Review Report	$24,809.77	Quarterly	6	$148,858.62
IM-8 Deliverable Observation Report	$227,482.92	One Time	1	$227,482.92
IM-12 Transition Plan	$138,337.04	One Time	1	$138,337.04
IM-15 Archive Documents	$11,998.02	Quarterly	6	$71,988.12

IM-20 through IM-23 General Requirements	$21,908.33	Monthly	18	$394,349.94
All remaining Deliverables in Exhibit B-Scope of Work	$83,784.84	Monthly	18	$1,508,127.12
ST-19 Testing Analyst (Optional)	$170	Hourly	2880	$489,600.00
			Grand Total Cost	**$3,486,773.44**

Table #2: Rate Card:

3.3 This Rate Card is the basis for the fixed price deliverables in Table #1: Fixed Cost Deliverables above; Contractor fixed hourly rates are inclusive of all costs, materials, labor, supplies, overhead, general and administrative costs, travel, fees, and profit.

Resource	Hourly Rate	Hours/week	Allocation %
Senior CCWIS Consultant	$220.00	40.00	100.0%
Project Manager	$201.00	40.00	100.0%
Testing Manager	$189.00	40.00	100.0%
Sr. Technical Analyst	$201.06	40.00	100.0%
Sr. Business Analyst	$194.00	40.00	100.0%
CCWIS Advisory	$206.33	4.50	11.6%
CX/UX SME/Analyst	$190.44	1.25	3.1%
Security Analyst	$194.82	1.25	3.1%
Test Analyst (Optional)	$170.00	40.00	100.0%

4. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

4.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

4.3. Identifies and requests payment for allowable costs incurred in the previous month.

4.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, IV&V monthly status reports, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

4.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

4.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to DCYFInvoices@dhhs.nh.gov or mailed to:

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

5. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

6. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

7. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

8. Audits

8.1. The Contractor must email an annual financial audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

8.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

8.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations.

8.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

8.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

8.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

8.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

8.4. Any Contractor that receives an amount equal to or greater than $250,000 from the Department during a single fiscal year, regardless of the funding source, may be required, at a minimum, to submit annual financial audits performed by an independent CPA if the Department's risk assessment determination indicates the Contractor is high-risk.

8.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

New Hampshire Department of Health and Human Services
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- 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-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 Agreement 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 Agreement. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of Agreements, or government wide suspension or debarment. Contractors using this form should send it to:

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

1. The 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 Agreement 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 Agreement, 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 contract officer on whose contract 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 Agreement;

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 Agreement.

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.

New Hampshire Department of Health and Human Services
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 Byrd Anti-Lobbying Amendment (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, loan, or cooperative agreement (and by specific mention 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, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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, 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.

New Hampshire Department of Health and Human Services
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 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.

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

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

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

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context.

6. The prospective primary participant agrees by submitting this 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.

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) https://www.ecfr.gov/current/title-22/chapter-V/part-513.

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.

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (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;
    - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (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:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

14. The prospective lower tier participant further agrees by submitting this proposal (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.

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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:

The Contractor will comply, and will require any subcontractors to comply, with any applicable federal requirements, which may include but are not limited to:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. 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;
3. 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;
4. 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);
5. 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;
6. 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;
7. 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;
8. 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;
9. 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;
10. 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.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

1. By signing and submitting this Agreement, the Contractor agrees to comply with the provisions indicated above.

New Hampshire Department of Health and Human Services
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.

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 sub award 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 Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

New Hampshire Department of Health and Human Services
Exhibit D – Federal Requirements

FORM A

As the Grantee 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: KFAVBN9AGFM8

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 are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: NTT DATA State Health Consulting, LLC

2/3/2025
Date:

Signed by: Mitzi Shepherd
5AA1DA9700C0uF2
Name: Mitzi Shepherd
Title: Senior Vice President

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New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss

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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.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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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.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

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

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

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

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

e. limit disclosure of the Confidential Information to the extent permitted by law.

f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

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

V. LOSS REPORTING

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

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

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

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

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

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

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

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

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

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

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

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

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

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

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

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

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	NTT DATA State Health Consulting, LLC
The State	Name of the Contractor
DocuSigned by: Marie Noonan 3FCCB734C31F40F...	Signed by: Mitzi Shepherd 5AA1DA9706C84F3...
Signature of Authorized Representative	Signature of Authorized Representative
Marie Noonan	Mitzi Shepherd
Name of Authorized Representative	Name of Authorized Representative
DCYF Director	Senior Vice President
Title of Authorized Representative	Title of Authorized Representative
2/3/2025	2/3/2025
Date	Date

Initial MS
Contractor Initials

Date 2/3/2025

Exhibit G - DHHS DoIT IT Requirements Workbook SS-2023-DCYF-14-INDEP-01		
PROJECT MANAGEMENT		
State Requirements		
Req #	Requirement Description	Criticality
PROJECT MANAGEMENT		
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M
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
P1.4	Vendor shall provide detailed monthly status reports on the progress of the Project, which will include expenses incurred year to date.	M
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation within the Department's Teams Team site.	M
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M
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
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
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
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M

Exhibit G, Attachment 1 - IT Requirement - SS-2023-DCYF-14-INDEP-01

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET

	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Contract Start + 30 business days
2	Work Plan	Written	IV&V Work Plan is based on software vendor's master schedule; timing will be determined by software vendor schedule
3	Attestation of background check	Written	As required when staff start on the project
4	Project Status Reports	Written	Weekly and Monthly per RFP

Contractor Initials MS (Initial)

Date 2/3/2025

Docusign Envelope ID: 526BBA87-1A37-40AB-8377-38132DEB036A

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 NTT DATA STATE HEALTH CONSULTING, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 03, 2016. 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: 739971

Certificate Number: 0007030671

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of January A.D. 2025.

David M. Scanlan

Secretary of State

Limited Partnership or LLC Certificate of Authority

I, Mitzi Shepherd, hereby certify that I am a sole Partner, Member, or
(Name)

Manager of
NTT DATA State Health Consulting, LLC, a limited liability partnership under RSA 304-B, a limited
(Name of Partnership or LLC)

liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

Dated: 01/27/2025

Signature: Signed by: Mitzi Shepherd 360E0A7EFD244AA...

Name: Mitzi Shepherd

Title: Senior Vice President

Docusign Envelope ID: 526BBA87-1A37-40AB-8377-38132DEB036A

ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2025

DATE (MM/DD/YYYY) 1/27/2025

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

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

PRODUCER
Lockton Companies, LLC
DBA Lockton Insurance Brokers, LLC in CA
CA license #0F15767
2100 Ross Ave., Ste. 1400
Dallas TX 75201
(214) 720-5563

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Phoenix Insurance Company	25623
INSURER B: Travelers Property Casualty Company of America	25674
INSURER C: The Travelers Indemnity Company of America	25666
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1461066
NTT DATA State Health Consulting, LLC.
(fka Cognosante Consultants, LLC.)
Attn: Letisa McKenzie
7950 Legacy Drive, 11th Floor
Plano TX 75024

COVERAGES — CERTIFICATE NUMBER: 21335349 — REVISION NUMBER: XXXXXXX

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	N	N	HN660-6N030306-PHX-24	7/1/2024	7/1/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	[ ] ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	[ ] UMBRELLA LIAB [ ] OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	AOS UB-0Y81711A-24-I3-K	7/1/2024	7/1/2025	[X] PER STATUTE [ ] OTH-ER	
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N / A		Retro UB-0Y810039-24-I3-R	7/1/2024	7/1/2025	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

21335349

State of New Hampshire
Department of Insurance
129 Pleasant Street
Concord NH 03301-385

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

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