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

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

February 12, 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 of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Strategic Solutions Group, LLC dba Strategic Solutions Group Consulting New Hampshire (VC #228818-B001), Needham, MA, to add funding for the continued implementation, maintenance, and enhancement of the State's electronic infectious disease surveillance system by increasing the price limitation by \$300,000 from \$3,561,223 to \$3,861,223 with no change to the contract completion date of February 29, 2028, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on March 8, 2023, item #7.

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, and 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-1901 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS; HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID 19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2023	102-500731	Contracts for Prog Svc	90183538	\$978,450	\$0	\$978,450
2024	102-500731	Contracts for Prog Svc	90183538	\$978,450	\$0	\$978,450
2025	102-500731	Contracts for Prog Svc	90183538	\$0	\$817,800	\$817,800
2026	102-500731	Contracts for Prog Svc	90183538	\$0	\$533,670	\$533,670
2027	102-500731	Contracts for Prog Svc	90183538	\$0	\$0	\$0
2028	102-500731	Contracts for Prog Svc	90183538	\$0	\$0	\$0
			<i>Subtotal</i>	\$1,956,900	\$1,351,470	\$3,308,370

05-95-90-903010-2180 HEALTH AND SOCIAL SERVICES, DEPARTMENT OF HEALTH AND HUMAN SVS; HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, DATA MODERNIZATION

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2027	102-500731	Contracts for Prog Svc	90183574	\$0	\$315,916	\$315,916
2028	102-500731	Contracts for Prog Svc	90183574	\$0	\$0	\$0
			<i>Subtotal</i>	\$0	\$315,916	\$315,916

01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2025	038-500175	Technology Software	03900052	\$517,800	(\$517,800)	\$0
2026	038-500175	Technology Software	03900052	\$533,670	(\$533,670)	\$0
2027	038-500175	Technology Software	03900052	\$315,916	(\$315,916)	\$0
2028	038-500175	Technology Software	03900052	\$236,937	\$0	\$236,937
			<i>Subtotal</i>	\$1,604,323	(\$1,367,386)	\$236,937
			Total	\$3,561,223	\$300,000	\$3,861,223

EXPLANATION

This request is **Sole Source** because the Department is amending the scope of services and adding funding. The original contract was competitively bid through a Request for Proposals process. The electronic infectious disease surveillance system is critical to the Department's efforts to comply with RSA 141:C and monitor and control the spread of infectious diseases. The system is anticipated to go live in spring 2025.

The purpose of this request is to allow the Department to add funding to implement necessary system and platform configurations and enhancements following the initial go-live date. The Department and Contractor have been collaborating to identify and determine system configuration needs, conduct testing, develop documents for Public Health system administrators and the Department of Information Technology, develop training plans and materials, migrate data from the legacy system, and coordinate plans for future releases. The current scope of work will be expanded to support data modernization and to improve workflow for infectious disease response and surveillance, streamline communications to other public health jurisdictions, and develop data reports for evaluation needs.

The Department estimates the surveillance system will receive approximately 8,000 reports per year of communicable diseases; this reporting is required in RSA 141:C.

The Department will continue to monitor services to ensure:

- The system is continually meeting the needs of the Department, including data security and privacy requirements;
- The Contractor is responsive to requests for changes and enhancements by the approved timeframes; and
- The Contractor is providing required reports and services in accordance with the contract and work plan.

Should the Governor and Council not authorize this request, the Department will not be able to implement necessary system enhancements following the initial system launch date, which may impact functionality and compliance with required state and federal reporting.

Area served: Statewide.

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

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
Department of Health and Human Services



Denis Goulet
Commissioner
Department of Information Technology



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

Denis Goulet
Commissioner

February 18, 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 amendment Strategic Solutions Group, LLC dba Strategic Solutions Group Consulting New Hampshire, as described below and referenced as DoIT No. 2022-022A.

The purpose of this request is to continue implementation, maintenance, and enhancement of the State's electronic infectious disease surveillance system.

The Total Price Limitation shall increase by \$300,000 for a New Total Price Limitation of \$3,861,223, effective upon Governor and Council approval with no change to the end date of February 29, 2028.

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

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2022-022A

cc: Ken Gagne, IT Manager, DoIT

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

Language added to the Contract via this Amendment appears in "bold and italics," and language removed appears in [brackets and cross-outs].

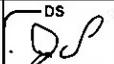
This Amendment to the New Hampshire Electronic Infectious Disease Surveillance System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Strategic Solutions Group, LLC d/b/a Strategic Solutions Group Consulting New Hampshire ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2023 (Item #7), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Strategic Solutions Group, LLC d/b/a Strategic Solutions Group Consulting New Hampshire
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,861,223
3. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 1., Statement of Work, by adding Section 1.4, Privacy Impact Assessment (PIA), to read:
 - 1.4. Privacy Impact Assessment (PIA)
 - 1.4.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:
 - 1.4.1.1. How PII is gathered and stored;
 - 1.4.1.2. Who will have access to PII;
 - 1.4.1.3. How PII will be used in the system;
 - 1.4.1.4. How individual consent will be achieved and revoked; and
 - 1.4.1.5. Privacy practices.
 - 1.4.2. The State may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
4. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B1.33	<i>The Contractor must document new scope requested to configure the user interface by</i>	M	Yes	Standard	
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Strategic Solutions Group, LLC
d/b/a Strategic Solutions Group Consulting New Hampshire

A-S-1.3

Contractor Initials

	providing hour and cost estimates for NH DHHS to approve or deny.				
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5. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B1.34	The Contractor must work with the State to identify configuration options to meet business needs.	M	Yes	Standard	
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6. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B1.35	The Contractor must add new or update official CDC supplemental forms as they become available through onboarding and into the maintenance phase of contract.	M	Yes	Standard	
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7. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B1.36	The Contractor must develop a plan for how to archive retired CDC or state supplemental forms and fields.	M	Yes	Standard	
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8. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B1.37	The System must have the capability to allow end users to customize the display of search results.	M	Yes	Standard	
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9. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B7.0	The System must have the ability to export data from supplemental forms, CDC forms, and outbreak survey forms into various formats (e.g., CSV, flat file, PDF, etc.)	M	Yes	Standard	
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10. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements, to add:

B7.1	The Contractor must work with the State to identify and create priority reports to assist with end user workflow by Go Live date.	M	Yes	Standard	
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11. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 4., Deliverable, Activity, or Milestone, Table B-4, to add:

23a	System and platform configuration and functionality enhancements, as determined and requested by the Department.	Software	82 weeks	
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12. Modify Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 16.4.5., Warranty Period, by deleting and replacing the first paragraph only, to read:

The Contractor shall provide an unlimited Warranty of the System and Contractor configurations; the Warranty of the System and the Warranty of the Contractor

configurations both commence upon the State issuance of a Letter of Acceptance for each release's UAT and continue through the contract Completion Date listed on Form P-37, General Provisions. Section 16.4.5. of this Agreement supersedes and takes precedence over Warranty language included in the Contractor's Preliminary Work Plan, as listed in Exhibit G.

- 13. Modify Exhibit C, Price and Payment Schedule, Section 1., Contract Price, by adding a second paragraph, to read:

The funding added via Amendment #1, as listed in Exhibit C, Price and Payment Schedule, Table 10.1.1., Activity/Deliverables/Milestones Pricing Worksheet, below, must be utilized solely for the purpose of performing new/additional system configurations as requested by the State, as identified in Exhibit B, Statement of Work, Business/Technical Requirements and Deliverables, Section 2., Business Requirements B1.33 and B1.34. The Contractor must obtain prior written approval by the State for any new/additional configurations.

- 14. Modify Exhibit C, Price and Payment Schedule, Section 10., Payment Schedule, Table 10.1.1., Activity/Deliverables/Milestones Pricing Worksheet, to add:

23a	System and platform configuration and functionality enhancements, as determined and requested by the Department.	Software	82 weeks	\$300,000
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Modify Exhibit C, Price and Payment Schedule, Section 10., Payment Schedule, Table 10.1.6., Implementation Cost Summary Pricing Worksheet, to read:
10.1.6. System Implementation Pricing Summary

Table 10.1.6.		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	COST TABLE TOTALS
10.1.1	Activities/Deliverables/Milestones Pricing	[\$1,332,300 \$1,632,300
10.1.2	Hardware Pricing	\$0
E-1.3	Software License Pricing	\$0
E-1.4	Hosting Pricing	\$1,528,923
E-1.5	Other Pricing	\$700,000
TOTAL PRICE LIMITATION		[\$3,561,223 \$3,861,223

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

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

State of New Hampshire
Department of Health and Human Services

2/25/2025

Date

DocuSigned by:

Iain Watt

Name: Iain Watt

Title: Director - DPHS

Strategic Solutions Group, LLC d/b/a Strategic Solutions
Group Consulting New Hampshire

2/19/2025

Date

DocuSigned by:

John Schaeffer

Name: John Schaeffer

Title: President

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

OFFICE OF THE ATTORNEY GENERAL

2/25/2025

Date: _____

DocuSigned by:
Robyn Guarino
748734844041480
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date: _____

Name: _____
Title: _____

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that STRATEGIC SOLUTIONS GROUP, LLC is a Massachusetts Limited Liability Company registered to do business in New Hampshire as STRATEGIC SOLUTIONS GROUP CONSULTING NEW HAMPSHIRE on May 01, 2015. 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: 725593

Certificate Number: 0006803365



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of November A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Strategic Solutions Group, LLC
(Corporation/LLC Name)

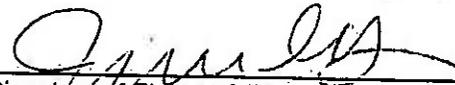
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 6, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That John Schaeffer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Strategic Solutions Group, LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)
of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 2/7/2025



Signature of Elected Officer
Name: Jennifer Graves
Title: Member

ARC
7



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

Lori A. Weaver
Interim Commissioner

Patricia M. Tilley
Director

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

February 16, 2023

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Strategic Solutions Group, LLC (VC #228818-B001), Needham, MA, in the amount of \$3,561,223 to develop and maintain a new electronic infectious disease surveillance system for the State, which will improve the data management of infectious diseases reported by law, with the option to renew for up to five (5) additional years, effective upon Governor and Council approval, through February 29, 2028. 55% Federal Funds. 45% General Funds.

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Years 2024 through 2028, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-90-903010-1901 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS; HHS; DIVISION OF PUBLIC HEALTH, BUREAU OF LABORATORY SERVICES, ELC CARES COVID-19 (100% Federal)

State Fiscal Year	Class / Account	Class Title	Job Number	Budget
2023	102-500731	Contracts for Prog Svc	90183538	978,450
2024	102-500731	Contracts for Prog Svc	90183538	978,450
2025	102-500731	Contracts for Prog Svc	90183538	\$0
2026	102-500731	Contracts for Prog Svc	90183538	\$0
2027	102-500731	Contracts for Prog Svc	90183538	\$0
2028	102-500731	Contracts for Prog Svc	90183538	\$0
			Subtotal	\$1,956,900

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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'01-03-03-030010-7695 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, INFORMATION TECHNOLOGY DEPT OF, IT FOR DHHS

State Fiscal Year	Class / Account	Class Title	Job Number	Budget
2023	038-500175	Technology Software	03900052	\$0
2024	038-500175	Technology Software	03900052	\$0
2025	038-500175	Technology Software	03900052	\$517,800
2026	038-500175	Technology Software	03900052	\$533,670
2027	038-500175	Technology Software	03900052	\$315,916
2028	038-500175	Technology Software	03900052	\$236,937
			<i>Subtotal</i>	<i>\$1,604,323</i>
			Total	\$3,561,223

EXPLANATION

The purpose of this request is for the Contractor to develop, host, and provide ongoing maintenance and support of a new State electronic infectious disease surveillance system, with associated user interface, to improve infectious disease data management. The infectious disease surveillance system is critical to the State's capacity to monitor and control the spread of infectious diseases, detect infectious disease cases and outbreaks, respond to them in a timely manner, and report de-identified data to the Centers for Disease Control and Prevention (CDC) as required by federal law. The system will align with the Department's data modernization initiatives.

The system will replace the existing New Hampshire Electronic Disease Surveillance System (NHEDSS) used to manage infectious disease reports received by the State in accordance with RSA 141-C. Prior to 2020, the NHEDSS system received approximately 8,000 reports per year. The number of reports from providers and laboratories has increased rapidly due to the State's increasing population, disease outbreaks, and the high volume of COVID-19 data. During the peak of the COVID-19 response, the amount of data received each day exceeded the amount of data received for entire years combined prior to the pandemic. The current NHEDSS system was not designed to process this volume of data in a timely manner, and therefore the Department has relied on unsustainable manual processes as a result. This new system will have the capacity to more efficiently manage high volumes of disease reports and laboratory tests.

The Contractor is responsible for system development, transition services, data migration, and ongoing maintenance and support.

The Department will monitor contracted services to ensure:

- The system is continually meeting the needs of the Department, including data security and privacy requirements;
- The Contractor is responsive to requests for changes/enhancements by the approved timeframes.

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

- The Contractor is providing required reports and services in accordance with the contract and work plan.

The Department selected the Contractor through a robust competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from March 2, 2022 through May 18, 2022. The Department received 11 responses that were reviewed and scored by a team of qualified individuals. The Score Sheet is attached.

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

Should the Governor and Council not authorize this request, the Department would have to continue using its current NHEDSS system to receive, report and manage reports of infectious disease cases and outbreaks. The current NHEDSS system is technologically unstable, not compliant with modern reporting methods, and no longer updated by the current Contractor. If the system were to fail or if the Department did not have a system, the Department would be out of compliance with RSA 141-C requirements and would have a detrimental impact on state resources and limit the State's ability to protect public health.

Area served: Statewide

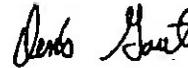
Source of Federal Funds: Assistance Listing Number 93.323, FAIN NU50CK000522

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
Interim Commissioner
Dept. of Health and Human Service



Denis Goulet
Commissioner
Dept. of Information Technology

RID #75683

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

Project ID # RFP 2022-022

Project Title Electronic Infectious Disease Surveillance System

	Maximum Points Available	Altium	Conduent	Deloitte Consulting LLP	Dimagi	Inductiva	MTX Group Inc	Persiva	Reporting MD	Strategic Solutions Group (SSG)	Sunquest Information Systems Inc	Healthy Together
Technical												
Proposed Software Solution	100	60	87	60	40	75	45	40	35	75	75	35
Vendor's Technical, Service and Project Management Experience	150	105	130	110	70	120	110	50	45	130	130	60
Vendor Company	50	40	45	45	37	40	35	40	35	40	35	20
Staffing Qualifications	50	35	48	47	25	30	42	35	25	45	32	20
Subtotal - Technical Points*	350	240	310	262	172	265	232	165	140	290	272	135
Cost												
Proposed Price	150	\$ 12,145,424	\$ 10,232,606	\$ 14,772,146		\$ 4,605,085	\$ 13,207,415			\$ 3,561,223	\$ 5,964,021	
Subtotal - Cost Points	150	44	52	36	0	116	40	0	0	150	99	10
TOTAL POINTS	500	284	362	298	172	381	272	165	140	440	362	135

Reviewer Name

- 1 Kairina Hansen
- 2 Andrey Avakov
- 3 Hannah Bowen
- 4 Deanna Bridges
- 5 Sandra Paul
- 6 Chiahui Chawla
- 7 Karen Hammond
- 8 Katharina Owers Bonner

Title

- 1 Chief, Infectious Disease Surveillance
- 2 Systems Coordinator
- 3 HM/STV Viral Hepatitis Program Manager
- 4 Respiratory Nurse Specialist
- 5 IT Project Manager, DOIT
- 6 Chief, Public Health Statistics and Informatics
- 7 Finance Administrator
- 8 Program Manager

*Minimum Passing Technical Score = 175 Points (of 350 possible points)

Not a lowest-cost award.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

Denis Goulet
Commissioner

February 14, 2023

Lori Weaver, Interim 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 Strategic Solutions Group, LLC, as described below and referenced as DoIT No. 2022-022.

The purpose of this request is for the Department of Health and Human Services, Division of Public Health Services, to enter into a contract with Strategic Solutions Group for the development, hosting and maintenance of the State's new electronic infectious disease surveillance system.

The Total Price Limitation will be \$3,561,223, effective upon Governor and Council approval through February 29, 2028.

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

Sincerely,

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

Denis Goulet

DG/ik
DoIT #2022-022

cc: Mike Williams, IT Manager



STATE OF NEW HAMPSHIRE

The Department of Health and Human Services

New Hampshire Electronic Infectious Disease Surveillance System

NH DHHS - 2022-022



2/13/2023

STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System
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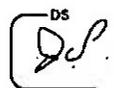
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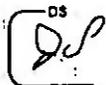


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STATE OF NEW HAMPSHIRE GENERAL PROVISIONS – P-37

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

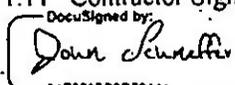
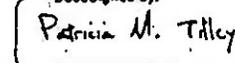
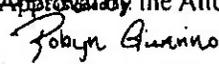
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

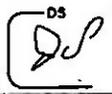
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name The Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Strategic Solutions Group, LLC		1.4 Contractor Address 300 First Avenue, Suite 103 Needham, MA 02494	
1.5 Contractor Phone Number: 617-721-8845	1.6 Account Number 095-090-903010-1901	1.7 Completion Date February 29, 2028	1.8 Price Limitation \$3,561,223
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 2/13/2023		1.12 Name and Title of Contractor Signatory John Schaeffer President	
1.13 State Agency Signature DocuSigned by:  Date: 2/13/2023		1.14 Name and Title of State Agency Signatory Patricia M. Tilley 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:  On: 2/14/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall

be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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



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12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

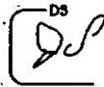
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording

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chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

interpretation, construction or meaning of the provisions of this Agreement.

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

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

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

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STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System
EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

A.1 Provision 3, Effective Date/Completion of Services, is updated with the following addition:

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

A.2 Provision 5, Contract Price/Price Limitation/Payment, is updated with the following addition:

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

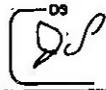
A.3 Provision 8, Event of Default/Remedies, is updated with the following addition:

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

A.4 Provision 9, Termination, is deleted and replaced with the following:

9. TERMINATION

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



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EXHIBIT A – SPECIAL PROVISIONS

9.2 Termination Procedure

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

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

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Securely dispose of all requested data in all of its electronic and/or paper forms, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-Special Publication (SP) 800-88 approved methods. Certificates of destruction shall be provided to the State;
- g. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirement in the Additional Requirements section of this Contract; and
- h. Provide written Certification to the State that Contractor has surrendered to the State all said property.

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

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

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EXHIBIT A – SPECIAL PROVISIONS

A.5 Provision 10, Data/Access/Confidentiality/Preservation, is updated with the following addition:

- 10.4** In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in the Department of Health and Human Services' Information Security Requirements, Exhibit K.
In the event of the unauthorized release of Confidential Information, Contractor shall immediately notify the State's Information Security Officer, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.
- 10.5** Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
 - b. was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or
 - c. is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.
- 10.6** Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential or proprietary, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
- 10.7** This covenant in paragraph 10 shall survive the termination of this Contract.



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EXHIBIT A – SPECIAL PROVISIONS

A.6 Provision 12, Assignment/Delegation/Subcontracts, is updated with the following addition:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

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

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

25. FORCE MAJEURE

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

26. EXHIBITS/ATTACHMENTS

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

27. NON-EXCLUSIVE CONTRACT

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



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28. GOVERNMENT APPROVALS

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

29. ORDER OF PRECEDENCE

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

- i. 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System contract.
- ii. State of New Hampshire, Department of Health and Human Services, Request for Proposals (RFP) NH DHHS - 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System.
- iii. Additional Contractor Provided Documents (see Exhibit G)

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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

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

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

1. STATEMENT OF WORK

The Contractor must develop and maintain a new electronic infectious disease surveillance system with associated user interface for modernized disease reporting, surveillance and management for the State to monitor the spread of infectious diseases, detect outbreaks, respond in a timely manner to control the spread of infectious diseases, and report data to the Centers for Disease Control and Prevention (CDC).

1.1. Scope of Work Overview

The Contractor must ensure the electronic system meets the State's changing data management needs, and must integrate with other data sources, manage substantial volumes of data (including but not limited to COVID-19 data), and be compatible with national efforts to modernize reporting.

The Contractor must ensure the system has the capacity to manage the investigation and response to more than 8,000 infectious disease reports received by the State each year, in accordance with RSA 141-C, with the potential for reports from providers and labs to increase each year due to the State's increasing population, disease outbreaks, and high volumes of disease reports and labs as in the case of COVID-19 (over 350,000 cases to date).

The Contractor must ensure the system has the capacity to digest and send electronic laboratory reports (ELR) and electronic case reports (eCR) as applicable and integrate with other data systems including, but not limited to Granite Trace via Salesforce.

The Contractor must provide access to all data maintained by the system via export and/or direct data connection no less than daily, as well as the required professional services, data integration, and ingestion support. This data will be delivered by sFTP or another secured methodology mutually agreed upon by both parties.

The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools and must create data models, visualizations, reports and 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.

The Contractor must ensure the system is in alignment with the CDC Data Modernization Initiatives (DMI).

The Contractor is responsible for system development, transition, data migration, and maintenance of the new electronic disease surveillance system. This includes development and maintenance of two way interfaces with other systems used by the Department.

The Contractor shall provide its security and IT protocols and/or policies to the State within ten (10) days of the Contract effective date, including:

- Cybersecurity Key Performance Indicators
- Workstation Policy
- Acceptable Use Policy
- Code of Conduct Policy
- Information Classification
- Access Onboarding and Separation Policy



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EXHIBIT B – STATEMENT OF WORK

BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

- Information Security Policy
- Information Security Incident and Response plan

1.2. Data Location

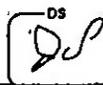
The Contractor shall provide its Services to the State and its end users, as defined in Exhibit G, Attachment 2 – DHHS Standard Exhibits D-K, Exhibit K, DHHS Information Security, solely from data centers within the contiguous United States. All storage, processing and transmission of State Data shall be restricted to information technology systems within the contiguous United States. The Contractor shall not allow its personnel or subcontractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the contiguous United States unless express prior written consent is obtained from DHHS Information Security. The Contractor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the Contract.

1.3: Background Checks

The Contractor shall conduct criminal background checks for staff performing services under this Contract, at its own expense, prior to commencing services, and shall 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 one (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.

Contractor workforce shall not be permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the State that all Contractor workforce associated with fulfilling the obligations of this Contract, based on NH DHHS criteria provided herein and their job responsibility requirements, are 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.

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



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BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

2. BUSINESS REQUIREMENTS

The Contractor must meet the Business Requirements associated with this project, as identified below:

BUSINESS REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Response	Delivery Method	Comments
<i>General system requirements</i>					
B1.1	The System must be user friendly and help reduce human error.	M	Yes	Standard	
B1.2	The Contractor shall provide a system that allows secure, remote web-based access for State Employees using a secure log-on procedure.	M	Yes	Standard	
B1.3	The System's data is owned by the State and will be available to the State at all times.	M	Yes	Standard	
B1.4	The system should be scalable and sustainable.	M	Yes	Standard	
B1.5	The system should allow 100+ concurrent users logged in without affecting performance	M	Yes	Standard	
B1.6	The System must have the ability to automatically generate a unique patient identifier.	M	Yes	Standard	
B1.7	The System shall allow users to set and modify case classification and status.	M	Yes	Standard	
B1.8	The System must allow users to edit patient information.	M	Yes	Standard	
B1.9	The System should have the ability to handle case management and contact investigation for all disease types and potential public health threats.	M	Yes	Standard	
B1.10	The System shall integrate HIV, sexually transmitted infection, and tuberculosis surveillance, case management, contact investigations, and not in care/data to care/linkage to care investigations into primary surveillance database.	M	Yes	Standard	
B1.11	The System shall have a quick-search function for common requests (eg. First and/or last name, case ID).	M	Yes	Standard	
B1.12	The System shall have a search function comprehensive of all data fields, including notes. This search function should include dropdowns where relevant, as well as the ability to search by string, including wildcard and logical search capability.	M	Yes	Standard	
B1.13	The System shall allow searching across multiple name variables (eg. Legal name, alias, alternate name).		Yes	Standard	

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B1.14	The System should have user role-based design for users to save their searches.	M	No	Custom	Casativity allows for saved reports and dashboards, but not saved searches. This is functionality that will be added for NH at no additional cost.
B1.15	The System shall have the ability for users to share saved searches.	P	No	Custom	Casativity allows for saved reports and dashboards, but not saved searches. This is functionality that will be added for NH at no additional cost.
B1.16	The System must support a maximum query response time of 4 seconds.	M	Yes	Standard	
B1.17	Users shall have the ability to add notes of unlimited size to cases.	M	Yes	Standard	
B1.18	Notes shall be modifiable.	M	Yes	Standard	
B1.19	The System should allow for text formatting of notes (bold, underline, italics, highlight).	M	Yes	Standard	
B1.20	Users shall have the ability to upload files of different formats into a case (eg. documents and images).	M	Yes	Standard	
B1.21	The System shall have the ability to upload documents to the appropriation section (eg. Lab result, medical note, communication by jurisdiction, general note).	M	Yes	Standard	
B1.22	The System shall be able to store a large volume of electronic and manual labs in a case.	M	Yes	Standard	
B1.23	The System shall have a detailed audit trail for each case	M	Yes	Standard	
B1.24	Users shall have the ability to create and add custom labels to cases.	M	Yes	Standard	
B1.25	Users shall have the ability to pin/overlay tabs in the user interface	P	Yes	Standard	
B1.26	The System shall have the ability to be integrated with other NH data systems (eg. Immunization information system, Granite Trace/Salesforce, vital records, eHARS, State Enterprise Business Intelligence platform).	P	Yes	Standard	
B1.27	The System shall interface with the State integration engine (currently Rhapsody).	M	Yes	Standard	
B1.28	System shall have ability to provide spatial, temporal, and space-time statistics through mapping (e.g., export or built in ability to use SaTScan)	P	Yes	Standard	

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B1.29	Contractor shall allow for minor requests for new features.	M	Yes	Standard	
B1.30	During a Class A Deficiency (see Technical Requirement H4.6 for definition), status updates will be provided every hour (or longer as approved by the State).	M	Yes	Standard	
B1.31	The System will have testing and training environments for users.	M	Yes	Standard	
B1.32	The System will have the ability to mark a case as co-infected with another pathogen, with a link to the co-infection case.	P	Yes	Standard	
Data entry					
B2.1	The System must give State Administrators the ability to access and maintain internal tables, change attribute values or properties, and modify drop down lists.	M	Yes	Standard	
B2.2	The State must be allowed to create and modify the case classification table.	M	Yes	Standard	
B2.3	The System will have the ability to link cases, objects and fields.	M	Yes	Standard	
B2.4	The System shall give users the ability to copy/paste or re-use sections/fields/objects within a case to reduce duplicate entry.	P	Yes	Standard	
B2.5	The System will have the ability to create varied field types (ex. picklist, multi-select, text field, date field, look up).	M	Yes	Standard	
B2.6	The System will have the ability to apply field logic.	M	Yes	Standard	
B2.7	The System shall have the ability to create multiple investigations at once.	M	Yes	Standard	
B2.8	The System shall have the ability to link multiple conditions/diseases to one case investigation.	M	Yes	Standard	
B2.9	The System shall have the ability to link interviews/forms to multiple case investigations/individuals.	M	Yes	Standard	
B2.10	Users shall have the ability to open multiple cases at once to allow for simultaneous data entry.	M	Yes	Standard	
B2.11	The System shall have the ability to create a record with very limited identifying information (eg. Email, screenname).	M	Yes	Standard	
B2.12	The System shall have the ability to create linked cases from within the index case, resulting in automatic linkage.	M	Yes	Standard	
B2.13	The System shall have a timeframe associated with each address for a case.	M	Yes	Standard	
B2.14	The System shall have the ability to mark that an address is only part-time (eg. "snowbirds", college students) and include another address in the record.	M	Yes	Standard	
B2.15	The System shall have an ability to verify an address exists.	P	Yes	Standard	

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B2.16	The System shall have the ability to record multiple addresses for unique circumstances (eg. Persons experiencing unstable housing or incarceration).	M	Yes	Standard	
B2.17	The System must contain an optional selection calendar for date fields in addition to direct entry.	M	Yes	Standard	
B2.18	The System should be able to accommodate multiple entries of similar information (eg. Guardian, workplace, travel).	M	Yes	Standard	
B2.19	The System shall be able to receive and store molecular surveillance/genotyping results.	M	Yes	Standard	
B2.20	The system will have a lock-out function for data entry to prevent multiple users editing the same record at once.	M	Yes	Standard	
B2.21	The system should have spell check functionality.	M	Yes	Standard	
Case workflow management:					
B3.1	The System shall have the ability to assign cases/investigations to investigators/queues in bulk.	M	Yes	Standard	
B3.2	The System shall have the ability to bulk assign case classification.	M	Yes	Standard	
B3.3	The System shall have the ability to assign cases to queues automatically based on case characteristics (e. zip code, need for QA).	M	Yes	Standard	
B3.4	The System must have the ability to recall or re-open a closed record.	M	Yes	Standard	
B3.5	The System must prevent user access and updates to records that have been placed in an inactive status.	M	Yes	Standard	
B3.6	The System shall have the ability to generate out-of-jurisdiction/state (OOJ/OOS) letters for a single case or multiple cases at once based on criteria and with preferred DHHS formatting.	M	Yes	Standard	
B3.7	The System shall have the ability to generate provider letters with preferred DHHS formatting.	M	Yes	Standard	
B3.8	The system shall have the ability to fax within the system.	P	Yes	Standard	Typically enabled through an interface to a fax service.
User and Role Management					
B4.1	The State will have the ability to create, modify, and deactivate accounts.	M	Yes	Standard	
B4.2	The System shall have the ability to generate user IDs and passwords and email them users.	M	Yes	Standard	
B4.3	The System shall have a 'retrieve password and user ID' option.	M	Yes	Standard	
B4.4	The System shall support bulk creation of user accounts.	M	Yes	Standard	

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B4.5	The System shall have the ability to provide a user accounts report to include but not limited to: account creator, date of creation, date of expiration, date of role changes, dates of ID or password retrieval, last login date, and login audit.	M	Yes	Standard	
B4.6	The System shall have the ability to change/update user IDs and passwords.	M	Yes	Standard	
B4.7	The System shall have the ability to create permission sets or user types with specific access and privileges.	M	Yes	Standard	
B4.8	The System shall have a flexible timeout system for users with timeout notification.	M	Yes	Standard	
B4.9	The Contractor must provide for a number of user licenses specified by agreement between the Vendor and the State.	M	Yes	Standard	
B4.10	The system shall have a user database for user management.	M	Yes	Standard	
Deduplication.					
B5.1	The System must support a rules-based algorithm to evaluate duplicate records.	M	Yes	Standard	
B5.2	The System will contain functionality and logic that will automatically deduplicate records (cases/persons) using approved logic to avoid manual superceding and merging.	M	Yes	Standard	
B5.3	The System must flag possible duplicate records needing manual review and provide a system for reviewing such records.	M	Yes	Standard	
B5.4	The System must allow user to view records simultaneously for decision to merge records.	M	Yes	Standard	
B5.5	The System must allow user to select data elements to merge into a consolidated record.	M	Yes	Standard	
B5.6	The System must support an audit trail when records are merged.	M	Yes	Standard	
B5.7	The System must have logic and capacity to unmerge incorrectly merged records.	M	Yes	Standard	
B5.8	The System will attempt to prevent duplicate profile creation.	M	Yes	Standard	
B5.9	The System must have the ability to prompt users to confirm creation of a new patient record after possible matches are found.	M	Yes	Standard	
B5.10	The System must allow users to manually flag duplicate records.	M	Yes	Standard	
B5.11	The System must allow user to flag record as "not a duplicate".	M	Yes	Standard	
B5.12	The System must have the ability to prevent matching for the same pair of records that have been flagged as "not a duplicate".	M	Yes	Standard	
System reports and exports					

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B6.1	The System shall have a scalable export functionality and ability to export all data, forms, and metadata.	M	Yes	Standard	
B6.2	The System shall have an export feature that's able to export 100% of the data in the system in a timely manner without impacting user operations or system speed.	M	Yes	Standard	
B6.3	The System shall have an export system that can generate files in various formats (eg. CSV, flat file, HTML, PDF, SAS, GIS-friendly formats, etc.). Please specify export formats available.	M	Yes	Standard	
B6.4	Export functionality must allow users to choose parameters and variables for export.	M	Yes	Standard	
B6.5	The System shall allow the State to set and modify export names for variables.	M	Yes	Standard	
B6.6	The System must be able to generate a report on user performance, case load, assignments, and other administrative needs for management.	M	Yes	Standard	
B6.7	The System must allow users to design and choose parameters for reports.	M	Yes	Standard	
B6.8	The System shall have the ability to export HL7 messages for one or many cases and break them down by segments and fields.	M	Yes	Standard	
B6.9	The System shall have the ability to create a summary report or view for a patient across all their cases/conditions.	M	Yes	Standard	
Electronic Laboratory Report (ELR) management					
B7.1	The System must have the ability to automatically accept data and update a patient record in accordance with current HL7 implementation Guide and State rules	M	Yes	Standard	
B7.2	The System must have the ability to receive and process HL7 2.5.1 and future applicable versions.	M	Yes	Standard	
B7.3	The System must have the ability to display the actual HL7 message within the system.	M	Yes	Standard	
B7.4	The System shall have capacity to re-process HL7 messages manually if needed.	M	Yes	Standard	
B7.5	The System shall have an ability to receive corrected ELRs from labs and discard the ones they would replace.	M	Yes	Standard	
B7.6	The System shall have capacity to generate advanced reporting on ELRs, including feed and data quality.	M	Yes	Standard	
B7.7	The System must provide for logical and wildcard searching of all fields involving HL7 components.	M	Yes	Standard	
B7.8	The System shall have an ability to delete electronic labs in bulk using specific search criteria.	M	Yes	Standard	
B7.9	The System shall have the ability to receive and process animal ELRs (eg. Rabies).	M	Yes	Standard	

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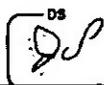
BUSINESS / TECHNICAL REQUIREMENTS AND DELIVERABLES

B7.10	The System must have the ability to create and send error messages in designated formats in accordance with current HL7 Implementation Guide.	M	Yes	Standard	
B7.11	The System must have the ability to filter or sort error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M	Yes	Standard	
B7.12	The System must have the ability to log error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M	Yes	Standard	
B7.13	The System must process, capture and show all HL7 fields required by the State.	M	Yes	Standard	
Electronic Case Report (eCR) Management					
B8.1	The System must receive and process eCRs:	M	Yes	Standard	
B8.2	The System must comply with CDC's present and future specifications for eCR (https://www.cdc.gov/ecr/index.html)	M	Yes	Standard	
B8.3	System must generate eCR messages for OOI/OOS reporting.	M	Yes	Standard	
Message mapping guides (MMGs):					
B9.1	The System shall implement and maintain all current and future CDC MMGs and associated forms (https://www.cdc.gov/nndss/trc/mmg/index.html)	M	Yes	Standard	
B9.2	The Contractor shall participate in all national/CDC MMG calls and forums	M	Yes	Standard	
B9.3	The Contractor shall implement or update an MMG within 3 months of its release or develop outlined MMG release plan.	M	Yes	Standard	
Form management					
B10.1	The System shall have a custom form builder allowing users to create supplemental forms for internal use.	M	Yes	Standard	
B10.2	The System shall have a custom form builder allowing users to create forms, interviews and surveys that are HIPAA-compliant and external facing.	M	Yes	Standard	
B10.3	The System shall include all official and preferred CDC forms as requested, and forms must be updated in the System when updated by CDC.	M	Yes	Standard	
Outbreak management					
B11.1	Users shall have the ability to create forms that could be used to assist with outbreak management (e.g., case report forms).	M	Yes	Standard	
B11.2	The System shall have the ability to send outbreak questionnaires via email.	M	Yes	Standard	
B11.3	The System shall have the ability to create outbreak alerts according to State specifications and logic.	M	Yes	Standard	

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B11.4	The System shall have the ability to generate outbreak metrics (ex. attack rate or epidemic curve).	M	Yes	Standard	
<i>Provider submission of labs and cases</i>					
B12.1	The System shall have functionality for providers (who are not full system users) to report individual case reports electronically and securely.	M	Yes	Standard	
B12.2	The System shall also allow providers the option to fill out supplemental forms and laboratory information.	M	Yes	Standard	
<i>System alerts</i>					
B13.1	The System will include functionality for management and users to build alerts to assist with case management (eg. Check-in reminders).	M	Yes	Standard	
B13.2	The System shall include functionality for system administrators to identify errors in system processing or function (e.g., failed ELR messages, system outages).	M	Yes	Standard	
<i>System manual, help section and data dictionary</i>					
B14.1	The Contractor shall maintain and update a comprehensive system manual for end users.	M	Yes	Standard	
B14.2	The Contractor shall maintain a detailed data dictionary for Department staff.	M	Yes	Standard	
B14.3	The Contractor shall maintain documentation on technical specifications and make them available to DoIT and Department staff.	M	Yes	Standard	
<i>Transition to the new system.</i>					
B15.1	The Contractor shall work with Department and if necessary previous Vendor to ensure no interruption occurs during transition to new system.	M	Yes	Standard	
B15.2	The Contractor shall integrate legacy data from previous vendor for use in new system.	M	Yes	Standard	
B15.3	The Contractor shall provide training for staff who will serve as system administrators.	M	Yes	Standard	
B15.4	The Contractor shall provide onboarding training to all system users during transition to the new system.	M	Yes	Standard	
B15.5	The Contractor shall sign all State confidentiality documents within 10 days of contract and renew as required by the State.	M	Yes	Standard	

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3. TECHNICAL REQUIREMENTS

The Contractor must meet the Business, Technical and Security Requirements identified in Attachment I, Technical Requirements Workbook.

4. DELIVERABLE, ACTIVITY, OR MILESTONE

The Contractor must meet the Activities, Deliverables and Milestones identified in Table B-4 below:

Table B-4: ACTIVITY / DELIVERABLES / MILESTONES			
Activity, Deliverable, or Milestone		DELIVERABLE TYPE	PROJECTED DELIVERY (Number of weeks from Contract Effective Date)
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	3 weeks
2	Work Plan	Written	6 weeks
3	Project Status Reports	Written	Bi-weekly
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12 weeks
5	Security Plan	Written	12 weeks
6	Communications and Change Management Plan	Written	12 weeks
7	Software Configuration Plan	Written	12 weeks
8	Systems Interface Plan and Design/Capability	Written	12 weeks
9	Testing Plan	Written	12 weeks
10a	Data Conversion Plan and Design-NHEDSS	Written	12 weeks
10b	Data Conversion Plan and Design-PRISM	Written	12 weeks
10c	Data Conversion Plan and Design-TB PAM	Written	12 weeks
11	Deployment Plan	Written	37 weeks
12	Comprehensive Training Plan and Curriculum	Written	37 weeks
13	End User Support Plan	Written	37 weeks
14	Business Continuity Plan	Written	37 weeks
15	Documentation of Operational Procedures	Written	37 weeks
16	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	37 weeks
17	Data Protection Impact Assessment (DPIA)	Written	37 weeks

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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	37 weeks
19	Disaster Recovery Plan (DRP)	Written	37 weeks
20	Audit Log Fail-Safe Configuration	Software	37 weeks
INSTALLATION.			
21	Provide Software Licenses (if needed)	Written	N/A
22	Provide Fully Tested Data Conversion Software	Software	20 weeks
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	33 weeks
TESTING			
24	Conduct Integration Testing	Non-Software	37 weeks
24	Conduct User Acceptance Testing	Non-Software	42 weeks
26	Perform Production Tests	Non-Software	46 weeks
27	Test In-Bound and Out-Bound Interfaces Software	Software	46 weeks
28	Conduct System Performance (Load/Stress) Testing	Non-Software	46 weeks
29	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	46 weeks
30	Security Risk Assessment Report o if PII is collected on behalf of the State, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	46 weeks
31	Security Authorization Package (system security plan, security assessment report, and plan of action and milestones)	Written	46 weeks
SYSTEM DEPLOYMENT			
32	Converted Data Loaded into Production Environment	Software	49 weeks
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	49 weeks
34	Conduct Training	Non-Software	54 weeks
35	Cutover to New Software	Non-Software	54 weeks
36	Provide Documentation	Written	54 weeks
37	Execute Security Plan	Non-Software	54 weeks
OPERATIONS			
38	Ongoing Support & Maintenance	Software & Non Software	Ongoing
39	Conduct Project Exit Meeting	Non-Software	56 weeks

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5. CONTRACT END-OF-LIFE TRANSITION SERVICES

- 5.1. If applicable, upon termination or expiration of the Contract, the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the Department and, if applicable, the Vendor engaged by the Department to assume the Services previously performed by the Contractor for this section the new vendor shall be known as "Recipient." Contract end of life services shall be provided at no additional cost. Ninety (90) calendar days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor shall begin working with the Department and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The Contractor shall utilize the DTP template provided by the State.
- 5.2. The Contractor shall use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 5.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of State Data is complete.
- 5.4. The internal planning of the Transition Services by the Contractor and its Affiliates shall be provided to the Department and if applicable the Recipient on a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 5.5. Should the data Transition extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Information Security Requirements, and if applicable, the Department's Business Associates Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.
- 5.6. In the event where the Contractor has commingled 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.

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6. COMPLETION OF TRANSITION SERVICES

- 6.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.
- 6.2. Once all parties agree the data has been migrated the Contractor will have 30 calendar days to destroy the data per the terms and conditions of the DHHS Information Security Requirements (Exhibit K), including certificate of data destruction.

7. DISAGREEMENT OVER TRANSITION SERVICES RESULTS

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

8. WEBSITE AND SOCIAL MEDIA

- 8.1. Contractor agrees that if performance of services on behalf of the Department involve using social media or a website to solicit information of individuals, or Confidential data, the Contractor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.
- 8.2. Contractor agrees protected health information (PHI), personal information (PI), or other confidential information solicited either by social media or the website maintained, stored or captured shall not be further disclosed unless expressly provided in the contract. The solicitation or disclosure of PHI, PI, or other confidential information shall be subject to the DHHS Information Security Requirements (Exhibit K), the Business Associate Agreement (Exhibit I) 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

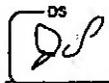
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will not be tracked, disclosed or used for website or social media analytics or marketing.

9. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

- 9.1. If Contractor is authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, iPad, cell phone) in the fulfilment of this Contract, each Contractor employee being granted access must:
- 9.1.1. Sign and abide by applicable State and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;
 - 9.1.2. Use the information that they have permission to access solely for conducting official state business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-State use, and that at no time shall they access or attempt to access information without having the express authority of the State to do so;
 - 9.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;
 - 9.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the State, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State;
 - 9.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;
 - 9.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;
 - 9.1.7. Agree that email and other electronic communication messages created, sent, and received on a state-issued email system are the property of the State of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems."
 - 9.1.8. Agree that use of email must follow State and NH DoIT policies, standards, and/or guidelines; and
 - 9.1.9. Agree when utilizing the State's email system:
 - 9.1.9.1. To only use a state email address assigned to them with a "@ affiliate.DHHS.NH.Gov".
 - 9.1.9.2. Include in the signature lines information identifying the Contractor employee as a non-state workforce member; and
 - 9.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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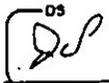
CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments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

- 9.1.10. Agree Contractor employee(s) will only access the State' intranet to view the Department's Policies and Procedures, and Information Security webpages.
- 9.2. Contractor employee(s) with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:
 - 9.2.1. Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data. Complete the State's Annual Information Security & Compliance Awareness
 - 9.2.2. Sign the State's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
- 9.3. The Contractor agrees if any Contractor employee is found to be in violation of any of the above-stated terms and conditions of the Contract, said Contractor employee may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 9.4. The Contractor agrees to notify the State a minimum of three business days prior to any upcoming transfers or terminations of Contractor employees who possess State credentials and/or badges or who have system privileges. If Contractor employee who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office immediately.
- 9.5. Workspace Requirement
 - 9.5.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its employees.

10. DELIVERABLE REVIEW AND ACCEPTANCE

- 10.1. **Non-Software and Written Deliverables Review and Acceptance**
The Contractor shall provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for Review. After receiving such Certification from the Contractor, the State will Review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State

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determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and the Contractor shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, the Contractor shall correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

10.2. Software Deliverables Review and Acceptance

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

10.3. Number of Deliverables

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

10.4. Conditional and Unconditional Acceptance

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

11. CHANGE ORDER

- 11.1.** The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes,

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

- 11.2. Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.
- 11.3. Change orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.
- 11.4. A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

12. IMPLEMENTATION SERVICES

- The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan.
- The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks; manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
- The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

13. PROJECT MANAGEMENT

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

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

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13.1. The Contractor Key Project Staff

13.1.1. The Contractor's Contract Manager

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

John Schaeffer
President / Contract Manager
Strategic Solutions Group, LLC
300 First Avenue, Suite 103
Needham, MA 02494
Tel. 617-721-8845
schaeffer@ssg-llc.com

13.1.2. The Contractor's Project Manager

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

Alice Stecko
Project Manager
Strategic Solutions Group, LLC
300 First Avenue, Suite 103
Needham, MA 02494
617-999-8049
astecko@ssg-llc.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor's representative for all administrative and management matters. Project Manager must be available to promptly respond to inquiries from the State during normal Business Hours from 8:00 am to 4:30 pm EST, and be at the site as needed. Project Manager must work diligently and use his/ her best efforts on the Project.

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13.1.3. Change of Project Manager

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

13.1.4. The Contractor's Additional Project Staff

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

Joshua Davis
Enterprise and System Architect
Strategic Solutions Group, LLC
300 First Avenue, Suite 103
Needham, MA 02494
607-244-2411
jdavis@ssg-llc.com

Sam Belton
Data Migration Specialist
Strategic Solutions Group, LLC
300 First Avenue, Suite 103
Needham, MA 02494
617-947-2909
sbelton@ssg-llc.com

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.

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13.2. The State Key Project Staff

13.2.1. The State Contract Manager

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

Katrina Elizabeth Hansen
Chief, Infectious Disease Surveillance Section
Division of Public Health Services
Tel. 603-271-8325
Katrina.e.hansen@dhhs.nh.gov

13.2.2. The State Project Manager

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

Katharine Owers Bonner
Public Health Emergency Preparedness Surveillance Manager
Division of Public Health Services
Tel. 603-271-4987
Katharine.a.owersbonner@dhhs.nh.gov

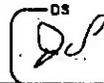
The State Project Manager's duties shall include the following:

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

14. WORK PLAN

The Contractor's proposed Preliminary Work Plan is attached to this agreement for reference purposes only. (See Attachment 3 – Preliminary Work Plan).

The Contractor must finalize the Work Plan within 30 calendar days of the Agreement Effective Date, which must further refine the tasks required to integrate, ingest and migrate data, implement the System, and integrate the System with other State systems including, but not limited to, Salesforce and Enterprise Business Intelligence (EBI) platform. The final Work Plan must include a business continuity plan, communication plan, and an infrastructure catalog to date, in accordance with Attachment 3 – Preliminary Work Plan. The Contractor must update the final Work Plan no less than every two weeks in consultation with the State throughout system development and implementation.



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The Contractor must ensure the final Work Plan identifies project tasks, Deliverables, projected Deliverable dates, major milestones, and task dependencies to implement the Project. In addition, the final Work Plan must address intra-task dependencies, resource allocations (both the State's and Contractor's team members), plans for change, quality, configuration management, risk management, and a finalized project schedule.

The Contractor must ensure the Work Plan conforms to formats described in the Project Management Body of Knowledge published by the Project Management Instituted Seventh Edition unless superseded by newer DHHS Project Management Office standards.

The Contractor must update the final Work Plan no less than every two (2) weeks and submit to the State Project Manager electronically via a document repository mutually-agreed upon by the parties.

15. ACCEPTANCE & TESTING SERVICES

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

The Contractor is responsible for the testing phases identified in the table below:

Test Phase	Vendor Role / Responsibility	State Role / Responsibility	Tools	Timeframe
Management of the Testing Process	Overall Accountability	Input	MS Word	Ongoing
Test planning	Overall Accountability	Input	MS Word	Ongoing
Test scenario development	Overall Accountability	Input	MS Excel	1-2 months
Data preparation	Overall Accountability	Input	MS Excel	1-2 months
System preparation	Overall Accountability	None	MS Excel	1-2 months
Unit Testing	Overall Accountability	None	MS Excel	1-2 months
System Integration testing	Overall Accountability	None	MS Excel	1-2 months
Defect tracking	Overall Accountability	None	JIRA	1-2 months
Management of the Testing Process	Overall Accountability	Input	MS Excel	1-2 months

The Contractor must develop and maintain the Master Test Plan that must include a systematic series of tests to ensure successful connection and high data quality, including Testing in Certification Environment. The Plan will also identify quality assurance resources, tools, system environments, and testing protocols used. The Test Plan must include information on all the testing activities for the system, including but not limited to:

- Integration Testing.
- Performance Testing.
- Security Testing.

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- System (Functional) Testing.
- User Acceptance Testing.
- ADA Compliance Testing.

The Contractor must respond to State emails and calls related to user testing on a daily basis to trouble-shoot issues as they arise.

The Contractor agrees that the following criteria indicates completion of the HL7 testing period:

1. All segments are formatted;
2. All fields are correctly formatted;
3. Commonly used codes have been reviewed;
4. Required fields have been evaluated for validity. The Contractor must update the final Work Plan within ten (10) days of the State's acceptance of testing results and submit to the Department for approval.

15.1 Migration to Production and Review

The Contractor must deliver production credentials to the HL7 submitter during the migration to production. An initial connectivity test must be followed by real-time data.

The Contractor must continue to monitor the production feed. During the first week of onboarding to production, total HL7 messages must be verified with the HL7 submitter.

Documentation and deliverables must include:

- HL7 Transfer Specifications for EHR provider sites
- HL7 Testing Checklist
- Sample messages
- HL7 Test Plan with testing in certification environment, certification of passing results, and migration to production and review.

15.2 Comprehensive Test Plan

The Contractor must provide a Test Plan to ensure solution meets the validated set of requirements with respect to functionality, stability, and security, and does so in a timely manner.

The Contractor must ensure the Test Plan includes descriptions of roles and responsibilities, test data, load testing, performance testing, and procedures for access to the test environment.

The Contractor must document a Master Test Plan and test cases, and provide to the State upon request.

The Contractor must update existing Test Plan material to provide specific test plans and test cases to the State.

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The Contractor must create test data for use during testing, and also create and run automated tests to save on time running regression tests, and ensure the maximum amount of testing code coverage.

Deliverables include:

- Comprehensive Test Plan
- Unit Test Cases
- Full Regression Test Cases
- ADA Compliance Test Cases

15.3 Performance Tuning and Stress Testing Plan

The Contractor must develop and document hardware and software configuration and tuning of System infrastructure to support the software throughout the project.

The Contractor must document a Security Test Plan and include the necessary test cases to ensure the system and its deployment are secure.

Deliverables include:

- Security Tests Cases
- Performance Test Cases

16. MAINTENANCE, OPERATIONS AND SUPPORT

16.1. System Maintenance

The Contractor shall maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost. Documentation of future maintenance plans must be provided to the State prior to any releases and following any releases (see Support Obligations 16.3). Training materials must be provided as relevant to any changes users will experience (see training plan on page 43).

16.2. System Support

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

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



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Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State twenty-four (24) hours per day and seven (7) days per week with an Email or telephone response within one (1) hour of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request.

Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within four (4) business hours of notification of planned corrective action. The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.

The Contractor must provide a Help Desk and a plan to address system support, including Class A, B, and C deficiencies.

The Contractor must develop a Business Continuity Plan to ensure protection of development, testing, training, and production environments.

16.3. Support Obligations

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

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

- a. For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:
 - i. nature of the Deficiency;
 - ii. current status of the Deficiency;
 - iii. action plans, dates, and times;
 - iv. expected and actual completion time;
 - v. Deficiency resolution information;
 - vi. resolved by;
 - vii. identifying number i.e. work order number; and
 - viii. issue identified by; and

- b. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
 - i. mean time between Reported Deficiencies with the Software;
 - ii. diagnosis of the root cause of the problem; and
 - iii. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General

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Provisions, Provision 8, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State's refund request.

16.4. Contract Warranties and Representations

16.4.1. System

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

16.4.2. Software

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

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

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

16.4.3. Compatibility

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

16.4.4. Services

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

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16.4.5 Warranty Period

The Contractor shall provide an unlimited Warranty of the System and Contractor configurations, which will commence upon the State issuance of a Letter of Acceptance for UAT and will continue through the contract End Date. If, within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease. The Contractor will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

The Contractor will maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation. Warranty Services shall include, without limitation, the following:

- Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- On-site additional Services within four (4) business hours of a request;
- Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - nature of the Deficiency;
 - current status of the Deficiency;
 - action plans, dates, and times;
 - expected and actual completion time;
 - Deficiency resolution information;
 - Resolved by;
 - Identifying number i.e. work order number;
 - Issue identified by;
- The Contractor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - mean time between reported Deficiencies with the Software;
 - diagnosis of the root cause of the problem;
 - identification of repeat calls or repeat Software problems;



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- All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Contractor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

17. DATA PROTECTION

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

18. SOFTWARE AGREEMENT

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

19. ADMINISTRATIVE SERVICES

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

20. TRAINING

The Contractor must provide Training Services. The Contractor shall:

- Conduct a user landscape and training needs assessment;
- Identify multiple user types (such as public health nurses, epidemiologists, and system administrators) who require targeted training;
- Ensure tailored training for multiple types of users following training needs assessment;
- Determine the training needs of the user types, as well as those of web-based vs. electronic data exchange users;
- Specify educational objectives, including the particular knowledge and competencies participants within the various user types will achieve as a result of training;
- Provide training materials for any user interface changes following releases that will impact daily workflow, including but not limited to video, live virtual meetings, or handouts);
- Create training strategies for objectives; and
- Develop instructional materials.

20.1. Training Website / "Sandbox"

The Contractor must develop and provide a training website that is an exact replica of the System Test Environment to provide an opportunity for end users to practice using the features and functionalities of the system in a training environment before commencing official tracking of services delivered.



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20.2. Training Materials

The Contractor must develop a user manual that can be integrated with all training methods. The user manual must contain descriptions and screen captures that allow end users to research answers to questions about how to use the system.

The Contractor must maintain the user manual as part of the ongoing maintenance and update as needed and as major releases are made to the system.

The Contractor must provide quick user guides to assist end users at the point of data entry into the system, and training aides outlining key steps users perform to complete a core task in the system. All training materials will be posted on the training website.

20.3. System User Training

The Contractor must train system users in all aspects of the system, and include organizational change management-specific instruction to include legacy vs. new system workflows and screens. The Contractor must ensure training demonstrates business and system workflows, system policy compliance, including any recent policy changes.

20.4. Technical Training

The Contractor must train technical staff on all technical aspects of system operations and support, as well as knowledge transfer to ensure long-term success. Knowledge transfer must be conducted through training, documentation and hands-on learning.

The Contractor must incorporate additional information to the user assessment data to determine training modalities that meet various learning styles.

The Contractor must ensure live training is instructor-led, utilizing online software to host webinar trainings that may include, but is not limited to Zoom, MS Teams, WebEx or GoTo Meetings. Separate trainings must be provided to web-based users and electronic data exchange users, which may include video modules. Primary training topics for new system users must include, but is not limited to:

- How to access the new system;
- How to operate basic functions and available features; and
- How to respond to technical difficulties that are encountered.

Upon request by the State, the Contractor will provide a regional instructor-led, classroom-style training with a demonstration followed by hands-on practice for new users. The Contractor, in collaboration with the State Project Manager, will arrange for no-cost State computer lab classrooms for the provision of any in-person, instructor-led trainings.

The Contractor will coordinate with the Department to have Contractor staff on-site ("floor support") as users are learning the system during the onboarding phase and potentially as need arises (i.e., during a pandemic or staffing surge).



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20.5. The Contractor must record and upload the live, online webinar trainings (conducted via Zoom, MS Teams, WebEx or GoTo Meetings, etc.) to the training website to allow users a self-paced training option. Train-the-Trainer

The Contractor will implement a "train-the-trainer" approach to train end users which requires selected user staff to participate in the online webinar training and/or in person classroom training. Upon completion of the training, the group of selected user staff may be trainers, by having participated in this training, reviewed the tools available to facilitate training for their colleagues, and having access to the Help Desk for technical assistance as needed. The suggested tools for such trainings to facilitate giving a demonstration of the system as well as for end-users to practice and become familiar with the system before Go Live, include:

- PowerPoint slide deck to present an overview;
- The clinical functionality and resources available; and
- User manual(s), quick reference guides, and training site account credentials.

20.6. Training Evaluation

The Contractor must evaluate trainings through the use of paper and/or web-based anonymous surveys to solicit feedback on the effectiveness and efficiency of the training method(s) and content, and the usability and its associated training materials. Paper evaluations or the link to the electronic evaluation will be distributed at the end of each training session. Paper evaluations will be used when trainings are conducted in a setting where electronic submission of the evaluation is not available.

The Contractor must analyze the survey data on a regular basis to improve training delivery, training materials, and the system when applicable. The Contractor must provide a summary of the survey results; and an action plan to improve future training delivery, to the State no later than 30 days after the training.

21. **MERCHANT CARD SERVICES – Not Applicable**

22. **TERMS AND DEFINITIONS**

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

23. **CONTRACTOR'S CERTIFICATES**

Required Contractor Certificates are attached in Exhibit G.



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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

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

2. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

5. INVOICE ADDRESS

Invoices may be emailed to: DPHSContractBilling@dhhs.nh.gov, or mailed to:

Finance Manager
Division of Public Health Services
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301

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6. PAYMENT ADDRESS

Payments shall be made via Automated Clearing House (ACH) transfer. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

7. OVERPAYMENTS TO THE CONTRACTOR

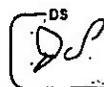
The Contractor shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

8. CREDITS

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

9. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the cost for each completed Deliverable, as set forth in the ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET in Table 10.1.1, until 60 days after the first (1st) productive use of the System.



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EXHIBIT C - PRICE AND PAYMENT SCHEDULE

10. PAYMENT SCHEDULE

10.1 Contract Type

10.1.1. Activities / Deliverables / Milestones Pricing

This is a Not to Exceed Contract. The total Contract Price Limitation shall not exceed the amount in the Form P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through the date indicated in Form P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract allows the Contractor to invoice the State for the completed Activities, Deliverables, Milestones in Table 10.1.1 below:

Table 10.1.1. ACTIVITY / DELIVERABLES / MILESTONES PRICING WORKSHEET				
Activity, Deliverable, or Milestone		DELIVERABLE TYPE	PROJECTED DELIVERY (Number of weeks from Contract Effective Date)	MILESTONE PAYMENT
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	3 weeks	\$9,000
2	Work Plan	Written	6 weeks	\$9,000
3	Project Status Reports	Written	Bi-Weekly	\$28,500
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12 weeks	\$6,000
5	Security Plan	Written	12 weeks	\$6,000
6	Communications and Change Management Plan	Written	12 weeks	\$6,000
7	Software Configuration Plan	Written	12 weeks	\$6,000
8	Systems Interface Plan and Design/Capability	Written	12 weeks	\$9,000
9	Testing Plan	Written	12 weeks	\$6,000
10a	Data Conversion Plan and Design-NHEDSS	Written	12 weeks	\$6,000
10b	Data Conversion Plan and Design-PRISM	Written	12 weeks	\$6,000
10c	Data Conversion Plan and Design-TB PAM	Written	12 weeks	\$6,000
11	Deployment Plan	Written	37 weeks	\$6,000
12	Comprehensive Training Plan and Curriculum	Written	37 weeks	\$6,000
13	End User Support Plan	Written	37 weeks	\$6,000
14	Business Continuity Plan	Written	37 weeks	\$6,000
15	Documentation of Operational Procedures	Written	37 weeks	\$9,000
16	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	37 weeks	\$3,000
17	Data Protection Impact Assessment (DPIA)	Written	37 weeks	\$6,000

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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	37 weeks	\$6,000
19	Disaster Recovery Plan (DRP)	Written	37 weeks	\$6,000
20	Audit Log Fail-Safe Configuration	Software	37 weeks	\$6,000
INSTALLATION				
21	Provide Software Licenses (if needed)	Written	N/A	\$0
22	Provide Fully Tested Data Conversion Software	Software	20 weeks	\$144,000
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	33 weeks	\$825,000
TESTING				
24	Conduct Integration Testing	Non-Software	37 weeks	\$24,000
24	Conduct User Acceptance Testing	Non-Software	42 weeks	\$6,000
26	Perform Production Tests	Non-Software	46 weeks	\$6,000
27	Test In-Bound and Out-Bound Interfaces Software	Software	46 weeks	\$6,000
28	Conduct System Performance (Load/Stress) Testing	Non-Software	46 weeks	\$12,000
29	Certification of 3 rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	46 weeks	\$15,000
30	Security Risk Assessment Report o if PII is collected on behalf of the State, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	46 weeks	\$12,000
31	Security Authorization Package	Written	46 weeks	\$12,000
SYSTEM DEPLOYMENT				
32	Converted Data Loaded into Production Environment	Software	49 weeks	\$12,000
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	49 weeks	\$6,000
34	Conduct Training	Non-Software	54 weeks	\$60,000
35	Cutover to New Software	Non-Software	54 weeks	\$2,400
36	Provide Documentation	Written	54 weeks	\$18,000
37	Execute Security Plan	Non-Software	54 weeks	\$6,000
OPERATIONS				
38	Ongoing Support & Maintenance	Software & Non Software	Ongoing	\$0
39	Conduct Project Exit Meeting	Non-Software	56 weeks	\$2,400
TOTAL				\$1,332,300

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10.1.2. Hardware Pricing – Not Applicable

Table 10.1.2.		
HARDWARE PRICING WORKSHEET		
	HARDWARE ITEM	ONE-TIME COST
	None	\$0
	Total	\$0

10.1.3. Software License Pricing – Not Applicable

Table 10.1.3.		
SOFTWARE LICENSE PRICING WORKSHEET		
	SOFTWARE ITEM	INITIAL COST
	None	\$0
	Total	\$0

10.1.4. Hosting Pricing

Table 10.1.4.					
HOSTING DETAIL PRICING WORKSHEET (Fixed Pricing)					
HOSTING DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Fully Managed SaaS Subscription	\$29,000	\$348,000	\$365,400	\$383,670	\$402,853
Totals	\$29,000	\$348,000	\$365,400	\$383,670	\$402,853

10.1.5. Other Cost Pricing

Table 10.1.5.					
OTHER COST PRICING WORKSHEET (Up-To and Not-to-Exceed Pricing)					
OTHER COST DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
State-Approved Enhancements and Support	\$0	\$250,000	\$150,000	\$150,000	\$150,000
Totals	\$0	\$250,000	\$150,000	\$150,000	\$150,000

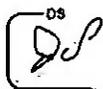
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10.1.6. System Implementation Pricing Summary

Table 10.1.6.		
IMPLEMENTATION COST SUMMARY PRICING WORKSHEET		
COST TABLE #	COST TYPE	COST TABLE TOTALS
10.1.1	Activities/Deliverables/Milestones Pricing	\$1,332,300
10.1.2	Hardware Pricing	\$0
E-1.3	Software License Pricing	\$0
E-1.4	Hosting Pricing	\$1,528,923
E-1.5	Other Pricing	\$700,000
TOTAL PRICE LIMITATION		\$3,561,223

10.1.7. Contractor Staff, Resource Hours and Rates Worksheet

Table 10.1.7.				
VENDOR STAFF, RESOURCE HOURS AND RATES PRICING WORKSHEET				
	PROJECT MANAGER	ENGAGEMENT LEAD	TECHNICAL LEAD	CUSTOMER SUCCESS LEAD
Planning And Project Management	Alice Siecko	John Schaeffer	Josh Davis	Sam Belton
Installation	Alice Stecko	John Schaeffer	Josh Davis	Sam Belton

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Testing	Alice Stecko	John Schaeffer	Josh Davis	Sam Belton
System Deployment	Alice Stecko	John Schaeffer	Josh Davis	Sam Belton
Operations	Alice Stecko	John Schaeffer	Josh Davis	Sam Belton
Total Hours	1920	384	960	960
Hourly Rate	\$160	\$175	\$175	\$160
Vendor Resource Price Total (Hours X Rate)	\$307,200	\$67,200	\$168,000	\$153,600

10.1.8. Future Contractor Rates Worksheet

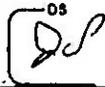
The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

Table 10.1.8.					
FUTURE VENDOR PRICING WORKSHEET					
VENDOR ROLE	Renewal Year 1	Renewal Year 2	Renewal Year 3	Renewal Year 4	Renewal Year 5
Engagement Lead (key)	\$175	\$180	\$185	\$190	\$195
Senior Solution Architect (key)	\$175	\$180	\$185	\$190	\$195
Senior Project Manager (key)	\$160	\$164	\$168	\$173	\$178
Senior Business Analyst	\$145	\$149	\$153	\$157	\$161
Senior QA Analyst	\$145	\$149	\$153	\$157	\$161
Senior Systems Analyst	\$145	\$149	\$153	\$157	\$161
Senior Software Developer	\$145	\$149	\$153	\$157	\$161
DevOps	\$140	\$144	\$148	\$152	\$156
Software Developer	\$140	\$144	\$148	\$152	\$156

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Prod Support / Roll-out	\$120	\$123	\$126	\$129	\$132
Business Analyst	\$130	\$133	\$136	\$140	\$144
QA Analyst	\$120	\$123	\$126	\$129	\$132

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EXHIBIT D – SOFTWARE AGREEMENT

EXHIBIT D – SOFTWARE AGREEMENT

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

1. LICENSE GRANT

1.1 SAAS-- Grant of Rights

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of this Agreement and up to the number of Licenses documented in the Agreement.

The Parties acknowledge that this Agreement is a Services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Agreement.

1.2 CUSTOM SOFTWARE – Work for Hire

1.4.1. Software Title

The Contractor agrees that any and all work product created pursuant to this Agreement, including but not limited to all Software, are deemed to be "Work For Hire" within the meaning of the Copyright Act of 1976. To the extent Contractor is deemed to have retained any legal title, rights and interest in these works, Contractor hereby assigns any and all such title, rights, and interest (including all ownership and intellectual property rights) in the Software and related work product to the State of New Hampshire in consideration for the promises set forth within this Agreement.

1.4.2. Documentation and Copies

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, the Contractor agrees to provide all copies of the Software for all versions, including related Documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

1.4.3. Restriction on Use

Unless specifically authorized by the State, Contractor shall not utilize work product derived as part of this Agreement in any manner other than as required by Contractor to complete its obligations under this Agreement.

1.4.4. Software Non-Infringement

Contractor warrants that the Software, including any all component parts thereof ("Contracted Works") are original works of the Contractor that do not violate or infringe any patent, trademark,



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copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

- a. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives Contractor control of the defense and any settlement negotiations; and
- c. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

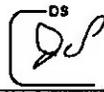
1.4.4.2. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

1.4.4.3. If Contractor believes or it is determined that any of the Contracted Works may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Works to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Works and refund all fees the State has paid Contractor under the Contract. Contractor will not indemnify the State if the State alters the Contracted Works without Contractor's consent or uses it outside the scope of use identified in Contractor's user Documentation or if the State uses a version of the Contracted Works which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Works which was provided to the State at no additional cost. Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, data, or material not furnished by Contractor. Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Works with any products or services not provided by Contractor without Contractor's consent.

2. SOFTWARE TITLE

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

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EXHIBIT D – SOFTWARE AGREEMENT

3. SOFTWARE AND DOCUMENTATION COPIES

The State shall be entitled to copies of any work product upon request to Contractor. At the conclusion of this Agreement, Contractor agrees to provide all copies of the Software for all versions, including related documentation, to the State. Contractor shall not retain any work product associated with this Agreement unless authorized by the State in writing.

Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a reasonable number of copies of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

4. RESTRICTIONS

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

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

5. VIRUSES

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

6. AUDIT

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



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EXHIBIT D – SOFTWARE AGREEMENT

7. SOFTWARE NON-INFRINGEMENT

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

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

- a. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- b. Gives the Contractor control of the defense and any settlement negotiations; and
- c. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.

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

If the Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, the Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a License to allow for continued use, or if these alternatives are not commercially reasonable, the Contractor may end the License, and require return of the applicable Contracted Resources and refund all fees the State has paid the Contractor under the Contract. The Contractor will not indemnify the State if the State alters the Contracted Resources without the Contractor's consent or uses it outside the scope of use identified in the Contractor's User Documentation or if the State uses a version of the Contracted Resources which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Contracted Resources which was provided to the State at no additional cost. The Contractor will not indemnify the State to the extent that an infringement claim is based upon any information design, Specification, instruction, Software, Data, or material not furnished by the Contractor. The Contractor will not indemnify the State to the extent that an infringement claim is based upon the combination of any Contracted Resources with any products or Services not provided by the Contractor without the Contractor's consent.



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EXHIBIT D – SOFTWARE AGREEMENT

8. CONTROL OF ALL COMPONENT ELEMENTS

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

9. CUSTOM SOURCE CODE

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

10. SOFTWARE ESCROW

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

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

- a. The Contractor has made an assignment for the benefit of creditors;
- b. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- c. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;
- d. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;
- e. The Contractor defaults under the Contract; or
- f. The Contractor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.



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

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STATE OF NEW HAMPSHIRE
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EXHIBIT E – ADMINSTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Alice Stecko Project Manager	Public Health Emergency Preparedness Surveillance Manager	Five (5) Business Days
First	Ted Hill Contract Manager / Engagement Lead	Chief, Infectious Disease Surveillance System	Ten (10) Business Days
Second	Neal Brønner Chief Information Officer	Commissioner, Department of Health & Human Services	Fifteen (15) Business Days
Third	John Schaeffer Chief Executive Officer	Commissioner, Department of Information Technology	Fifteen (15) Business Days

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

2. ACCESS AND COOPERATION

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

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3. RECORD RETENTION

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

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

4. ACCOUNTING

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

5. AUDIT

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

6. MISCELLANEOUS WORK REQUIREMENTS

6.1 Access to State Systems

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), Contractor understands and agrees to the following rules:



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6.1.1. Computer Use

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority to do so.
- c. That at no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State can be used by Contractor personal. Software including, but not limited to, palmtop sync, shall not be installed on any equipment.
- e. That if Contractor is found to be in violation of any of the above-stated rules, the Contractor may face default and termination under the Agreement and the individual may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

6.2 State Website Copyright

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

6.3 Workplace Hours

Unless otherwise agreed to by the State, the Contractor Project Manager shall be available between the hours of 8:00 am and 4:30 pm EST, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon agreement with the State Project Manager.

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**STATE OF NEW HAMPSHIRE
THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
DHHS - 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System
EXHIBIT F – TERMS AND DEFINITIONS**

EXHIBIT F – TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Security Incident	"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.
Confidential Information or Confidential Data	The definition for this term is located in the DHHS Exhibit K, Information Security Requirements.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data Breach	The definition for this term is located in the Information Security Requirements Exhibit.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

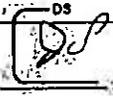
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STATE OF NEW HAMPSHIRE
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DHHS - 2022-022 – New Hampshire Electronic Infectious Disease Surveillance System
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Electronic Disease Surveillance System (EDSS)	A computer system for electronic disease reporting, surveillance and management. The system ingests multiple data types (such as electronic case and laboratory reports) and generates properly formatted outgoing messages for data sharing and reporting. The system allows for the State to track and manage cases of infectious disease, monitor the spread of diseases, detect outbreaks, respond in a timely manner to control the spread of infectious diseases, and report data to the Centers for Disease Control and Prevention (CDC) and other jurisdictions.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully Operational for processing the Data.
Non-Public Information	Information, other than Personal Information, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personal Information	The definition for this term is located in the Information Security Requirements Exhibit.

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EXHIBIT F – TERMS AND DEFINITIONS

Proposal	The submission from a Vendor in response to the Request for a Proposal.
Security Incident	The definition for this term is located in the Information Security Requirements Exhibit.
Software	All Custom, SAAS and COTS computer programs and applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained, or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.

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EXHIBIT F – TERMS AND DEFINITIONS

Surveillance	Activities to monitor the occurrence and characteristics of health conditions in the population, and to analyze and share those characteristics with authorized parties (including the CDC, other states, and/or internal partners).
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.

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STATE OF NEW HAMPSHIRE
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EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES

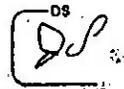
1. ATTACHMENTS

- a. Attachment 1 – Technical Requirements Workbook
- b. Attachment 2 – DHHS Standard Exhibits D-K
- c. Attachment 3 – Preliminary Work Plan

2. CONTRACTOR CERTIFICATES

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

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Attachment 1 - Technical Requirements Workbook

APPLICATION REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
GENERAL SPECIFICATIONS				
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard
A1.3	Web-based, compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML-1.1	M	Yes	Standard
APPLICATION SECURITY				
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard
A2.3	Enforce unique user names.	M	Yes	Standard
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	Yes	Standard
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard

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Attachment 1 - Technical Requirements Workbook

A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes	Standard
A2.13	All logs must be kept for the duration of the contract period including any applicable renewal years and as determined by the Parties through the contract end-of-life transition period.	M	Yes	Standard
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard

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Attachment 1 - Technical Requirements Workbook

A2.21	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events 	M	Yes	Standard
TESTING REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
APPLICATION/SECURITY TESTING				
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Yes	Standard
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard

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Attachment 1 - Technical Requirements Workbook

T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard

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Attachment 1 - Technical Requirements Workbook

STANDARD TESTING				
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard
T2.4	The Vendor must define and test disaster recovery procedures.	M	Yes	Standard
HOSTING-CLOUD REQUIREMENTS				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
OPERATIONS				
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard

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H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard
DISASTER RECOVERY				
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes	Standard
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes	Standard
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard
HOSTING SECURITY				
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard

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H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard
SERVICE LEVEL AGREEMENT:				
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
H4.2	The Vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard
H4.3	The Vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	Yes	Standard
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard

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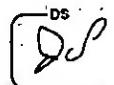
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<p>H4.6</p>	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>
<p>H4.7</p>	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days per week with an email/telephone response within one (1) hour of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	<p>M</p>	<p>Yes</p>	<p>Standard</p>
<p>H4.8</p>	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	<p>M</p>	<p>Yes</p>	<p>Standard</p>

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H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes	Standard
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard
H4.14	The Vendor will provide two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
SUPPORT & MAINTENANCE REQUIREMENTS				
State Requirements:			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
SUPPORT & MAINTENANCE REQUIREMENTS				
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard



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S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard
S1.4	The State shall have access to Vendor technical staff via phone, email, or other ticket system between the business hours of 8:00 am to 5:00 pm, Monday through Friday EST, and during non-business hours, weekends and holidays for emergent critical issues (i.e., system is down, system crashes).	M	Yes	Standard
S1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard

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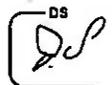
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S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the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

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S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
S1.15	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.15	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard



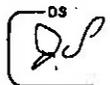
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PROJECT MANAGEMENT				
State Requirements			Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method
PROJECT MANAGEMENT				
P1.1	Selected Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard
P1.2	Selected Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard
P1.3	Selected Vendor shall submit a finalized Work Plan within ten (10) days of 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, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Yes	Standard
P1.4	Selected Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation in a manner agreeable to the State.	M	Yes	Standard
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	Standard
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M	Yes	Standard
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	Standard
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Yes	Standard
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	Standard
P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Plan of Operations and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Plan of	M	Yes	Standard

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P1.12	For the fourth through eighth month of the Contract, the Vendor shall provide a bi-monthly report of the status of progress, it must be received by the tenth business day of the following month. This report must be tied to the performance section of the Work Plan.	M	Yes	Standard
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CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
 - 1.4. Notifying the employee in the statement required by subparagraph 1.1 that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

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

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

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

Contractor Name:

2/13/2023

Date

DocuSigned by:
John Schaeffer

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Name: John Schaeffer

Title: President

JS

New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Strategic Solutions Group

2/13/2023

Date

DocuSigned by:
John Schaeffer
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Name: John Schaeffer

Title: President

Exhibit E - Certification Regarding Lobbying

Vendor Initials

JS

Attachment #2 - UHHS Standard Exhibits D-K

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

- 11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Strategic Solutions Group

2/13/2023

Date

DocuSigned by:
John Schaeffer

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Name: John Schaeffer
Title: President

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit G

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

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

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

Contractor Name: Strategic Solutions Group

2/13/2023

Date

DocuSigned by:
John Schaeffer

Name: John Schaeffer

Title: President

Exhibit G

Contractor Initials

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Strategic Solutions Group.

2/13/2023

Date

DocuSigned by:
John Schaeffer

04E5787C3D50444

Name: John Schaeffer

Title: President

New Hampshire Department of Health and Human Services



Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

DS

New Hampshire Department of Health and Human Services



Exhibit I

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

Business Associate Use and Disclosure of Protected Health Information.

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

New Hampshire Department of Health and Human Services



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

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

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

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

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Contractor Initials

DP

Date 2/13/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

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

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

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New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Contractor Initials

Date 2/13/2023

New Hampshire Department of Health and Human Services



Exhibit I

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

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

The State
Patricia M. Tilley
BASED ON ES&MEDICA
 Signature of Authorized Representative
 Patricia M. Tilley
 Name of Authorized Representative
 Director
 Title of Authorized Representative
 2/13/2023
 Date

Strategic Solutions Group
Name of the Contractor
John Schaeffer
046518763860444
 Signature of Authorized Representative
 John Schaeffer
 Name of Authorized Representative
 President
 Title of Authorized Representative
 2/13/2023
 Date

Contractor Initials *DS*

Date 2/13/2023

New Hampshire Department of Health and Human Services
Exhibit J



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

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

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

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

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

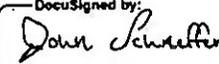
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees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

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

Contractor Name: Strategic Solutions Group

2/13/2023

Date

DocuSigned by:

 01E5787C3D3044
 Name: John Schaeffer
 Title: President

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Attachment #2 - UrHS Standard Exhibits D-K

New Hampshire Department of Health and Human Services
Exhibit J



FORM A

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

1. The UEI (SAM.gov) number for your organization is: LKQ2NJRHFY7

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A: Retention

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

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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 future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Conduct Project Kick-Off Meeting

The project will start with a project kick-off meeting to initiate the project, introduce project team members and roles, validate project management approach, and review requirements. SSG will perform a walk-through of the suggested project management approach, and provide sample deliverables that have been provided for similar projects in the past. The project initiation is meant to ensure that all project stakeholders have a high level understanding of and an opportunity to provide feedback regarding the project objectives, deliverables and methodology.

SSG will formalize and document all communication processes necessary to ensure that information is shared and acted upon in a timely and effective manner. Communication requirements will be documented in a Communication Plan as required to support engagement with provider sites, DHHS, and other staff involved with the project.

Deliverables:

- Kick-off meeting slide deck
- Kick-off meeting minutes
- Baseline Scope of Work
- Project Contact Information
- Project Communication Plan
- Project Organizational Chart

Status Meetings and Reports

SSG will provide detailed weekly, biweekly or monthly status reports and meetings (in-person or online, dependent upon Project Schedule) on the progress of the project, which will include met and unmet milestones and expenses incurred year to date.

Preliminary Work Plan

Based on the feedback from the Project Kick-off Meeting, SSG will submit a preliminary Work Plan which will include, without limitation, a detailed description of the schedule, tasks, Deliverables, critical events, task dependencies, plans for change, quality, and risk management, and payment schedule. The plan shall be updated no less than every two weeks.

Deliverables:

- Baseline Project Plan
- Weekly updates to Project Plan

Goals and Objectives Document

SSG will provide a goals and objectives document describing how the proposed Solution will, based on experience with similar projects, meet programmatic needs. SSG will review our understanding of all project deliverables in order to reach a shared understanding and commitment to develop a clear goal and objectives document.

Deliverables:

- Goals and Objectives Document

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Conduct Research and Requirements Validation

SSG will conduct research and requirements validation through meetings with NH personnel (in-person and online) to discuss requirements in detail and determine mutually acceptable approaches for implementing a solution. As a first step, the project team will work together to define requirements for the release of the system. The requirements will be captured during requirements definition meetings attended by all the necessary stakeholders and project team members.

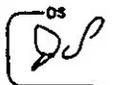
Requirements Analysis Report

SSG shall document findings from research and requirements validation in a requirements analysis report that describes proposed Implementation strategy as well as open issues and proposed actions for resolving them.

Based on feedback from requirements definition meetings, SSG will provide a set of documentation which describes the requirements of New Hampshire. These documents will be used to properly configure and deploy the system. The Requirements Definition builds upon a strong foundation in industry standard best practices including the methodologies of the Unified Process and the documentation standards of the Unified Modeling Language. The approach during this phase is iterative to maximize the opportunity for input and feedback, while also mitigating the risk of large scale project misdirection. The following describes the components within the Requirements Document:

1. High Level Business Processes. Business process diagrams will describe the current and planned business processes of all stakeholders. The existing business processes will be analyzed to determine how best to utilize a web based tool and coordinate services among the stakeholders (e.g. potential to combine elements of contract monitoring to reduce the burden of reporting on the provider sites, etc.). The business process diagrams will answer the following questions. What are the current and envisioned flows of information and data between organizations? What are the external deadlines, triggers and outputs for processes?
2. Forms Mapping Document. The Forms Mapping document will identify for each field on any existing paper forms the corresponding field within the data dictionary. This mapping of the paper forms to the data dictionary fields ensures that all necessary fields on the forms will be captured within the system.
3. Systemic Requirements. The requirements documents will not only identify functional requirements of the system, but also systemic requirements. These will include, but not be limited to a description of the performance expectations, availability, scalability, load balancing abilities, etc.
4. Reports. Once data is captured within the system, it will allow end users to run reports. The reports specifications will detail the requirements of stakeholders, including, but not limited to report parameters, fields, sorting, grouping and layout. Reports will be used to enable secure data extracts of delimited datasets.
5. Security Requirements. SSG understands that security and data sharing requirements are very important. The requirements definition phase of the project will ensure that the system meets all the necessary security constraints.

In order to complete the deliverables mentioned above, SSG will work closely with any identified New Hampshire resources and other stakeholders. This phase includes Requirements Definition meetings which SSG has successfully facilitated within a wide range of project environments. SSG will prepare for each meeting by analyzing all existing material, establishing clear agendas and documenting any initial ideas for discussion and review. This will streamline the discussion and reduce the time required by stakeholders. Activities necessary as part of the Requirements Document include, but are not limited to, creating prototypes of functionality or design elements, writing detailed use cases, drafting screen mock-ups, UI navigation, etc.



Deliverables:

- Requirements Document

Conduct Technical and Information Architecture Review

SSG will conduct a technical and information architecture review including an inventory of related systems (e.g., input data and sources; output data and destinations). This will include information about all New Hampshire existing and planned systems that may need to interface with the system. The review will collect any existing documentation about these other external systems.

Deliverables:

- Technical and Information Architecture Review Document including interface plan and hosting environment plan

System Architecture and Design Documentation and Reporting

SSG will provide a System design document that includes descriptions of data import, export, and management (query, edit); achievement of standards-based Implementation (e.g., HL7); models of reports, web site navigation, and graphical user interface (GUI); diagrams of supporting network, application, and security architectures.

Deliverables:

- System Architecture Document

Develop Implementation and Integration Plan

SSG will develop an Implementation and integration plan for the proposed System design including description of integration with related systems (e.g., input data and sources; output data and destinations) and description of installation and configuration of all environments (e.g., test, development, production).

Deliverables:

- Implementation Plan including interface plan and hosting environment plan

Database Architecture and Data Dictionary

SSG will provide documentation describing the proposed database architecture and Data dictionary. The documentation will include models of database design (e.g., entity-relationship diagrams) and Implementation.

Deliverables will include:

1. Data Dictionary. The Data Dictionary will identify the fields that need to be captured by the system including data types, labels, auditing and security specifications, hierarchy, validation rules and answer selection values. The Data Dictionary requirements will lead to development of the data entry screens.
2. Logical Database Model
3. Physical Database Model
4. SQL Scripts to create Database

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Interface Design and Test Plan

SSG will provide an interface design document and Test Plan to address all required System interfaces for the system. This includes middleware and, to extent possible, partner system components (e.g., laboratories). Detailed interface descriptions should include process descriptions, data elements, editing criteria, business rules, inputs, outputs, and policy rationale for interface. Test Plans designed to validate data exchanges described in interfaces should address test scripts, test data, schedule, and error resolution.

SSG has successfully implemented provider site EHR and laboratory connections to over 200 sites in Massachusetts. The Interface Design and Test Plan is extensively referenced during the EHR provider site roll-out to support and troubleshoot establishing a data connection with external systems.

The documentation available to support this interface includes the following:

1. **HL7 Transfer Specifications** are written in accordance to the CDC requirements, but will also include any local constraints.
2. **HL7 Testing Checklist** will include a complete list of required fields. Before scheduling a kick-off call, this checklist allows SSG to determine if there are any fields that are unavailable and could potentially be blockers.
3. **Sample messages** are effective in trouble-shooting format issues during each site's initial coding phase.
4. **Test Plan.** The Test Plan includes a systematic series of tests to ensure successful connection and high data quality. The testing includes:
 - **Testing in Certification Environment.** Once initial format tests are successfully received, SSG encourages testing with real data in a secure environment. We refer to this as a "production monitor". Production data allows for review of the quality of the incoming messages. During on-boarding, this process assists us in identifying vaccines that were incorrectly mapped in a site's system. It also enables us to accurately predict load volumes. From a training perspective, production data allows us to evaluate the completeness of the record. If applicable, clinicians are encouraged to complete fields that are not mandatory on their system drop-downs.
 - **Certification of Passing Results.** SSG requests a complete list of immunizations administered for each site or system vendor, so that the on-boarding team can evaluate the validity of the immunizations and test appropriately. If SSG notices outdated data in a current line-up, the site is requested to review and update their mapping.

During this phase, a weekly conference call with all technical partners is established. Any testing blockers or concerns are addressed with the group. On a day-to-day basis, SSG roll out coordinators answer emails and personal calls to trouble-shoot issues as they arise.

In general, the production monitor allows SSG to view an extensive list of commonly administered vaccines. Testing can last anywhere from 2-6 weeks, depending on the response time of the site or system vendor in addressing format or data issues.

The following criteria indicate completion of the HL7 testing period:

1. All segments are formatted;
2. All fields are correctly formatted;
3. Commonly administered codes have been reviewed;
4. Required fields have been evaluated for validity.

For larger organizations and cloud based systems, adding additional sites can be stream-lined, if the data dictionaries and front-end GUIs are constant.

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- Migration to Production and Review. During the migration to production, SSG will deliver production credentials to the HL7 submitter. An initial connectivity test will be followed by real-time data. SSG Roll Out coordinators will continue to monitor the production feed. During the first week, total HL7 messages will be verified with the HL7 submitter.

Deliverables will include:

- HL7 Transfer Specifications for EHR provider sites
- HL7 Test Plan

Comprehensive Test Plan

SSG will provide a Test Plan intended to ensure solution meets the validated set of requirements with respect to functionality, stability, and security. The Test Plan will include descriptions of roles and responsibilities, test data, load testing, performance testing, and procedures for access to the test environment.

SSG will document a Master Test Plan and test cases for use during testing of the for New Hampshire. SSG will update existing test plan material to provide specific test plans and test cases for New Hampshire. Additionally, SSG will create test data for use during testing. SSG will also create and run automated tests to save time in running regression tests and ensure the maximum amount of testing code coverage.

Deliverables will include:

- Comprehensive Test Plan
- Unit Test Cases
- Full Regression Test Cases
- ADA Compliance Test Cases

Performance Tuning and Stress Testing Plan

SSG will develop and document hardware and software configuration and tuning of System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project.

The application stores Private Health Information (PHI) and other sensitive data. In order to ensure the application and its deployment are as secure as possible from hacker-attack, a Security Test Plan will be documented along with the necessary test cases.

Deliverables will include:

- Security Tests Cases
- Performance Test Cases

Security Strategy and Plan

SSG will provide a Security Strategy describing Vendor's approach to managing information security risks for the Project. This security strategy will ensure that Data are secured according to HIPAA Security Rule and Federal Information Processing Standards and NH and industry standards. Strategy shall address Vendor's approach to accountability, risk management, legal and best practice compliance, and technical security. State review and approval is required.

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Security Plan

SSG will develop a Security Plan encompassing the topics of workforce, incident reporting, technical security of information assets throughout lifecycle (creation to destruction). State review and approval is required.

Physical and Logical Security Design

SSG will implement and document all procedures and features described in the Physical and Logical Security Plans security configurations.

SSG will develop a detailed Physical Security Design for Contractor controlled hosting facility. Physical Security Design shall address narrative description of environmental security including perimeter security and entry controls, alarms, and monitoring. State review and approval is required

SSG will provide a detailed Logical Security Design. Logical Security Design shall address narrative description of logical security controls including application security, intrusion management, host hardening, anti-virus, remote access, Encryption, monitoring, and reporting. State review and approval is required.

Business Continuity Plan

SSG will develop a business continuity plan that ensures protection of development, testing, training, and production environments. The Business Continuity Plan will address SSG's approach for protecting hardware and Software against failures and emergencies that put System operations and services at risk for interruption.

Help Desk Escalation Plan

The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.

Finalized Work Plan

SSG will submit a finalized Work Plan within ten (10) days after approval of test results by NH. The Work Plan will conform to formats described in the Project Management Body of Knowledge published by the Project Management Institute Third Edition (PMBOK Guide, ANSI/PMI 99-001-2004). The Finalized Work Plan will include a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, plans for change, quality, Configuration Management, and risk management, and payment schedule. The plan will be updated no less than every two weeks.

Third-party validation of system hardening and security

SSG will provide a third-party independent validation that the application has been properly hardened and secured. Written sign-off by State CIO or designee is required accepting the results.

Provide network redundancy deemed adequate by the State

SSG will provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one internet connection will not interrupt access to the State application.

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Release Configuration

The following are activities and deliverables within the Release 3.5 Configuration Phase.

Provide Development Environment

SSG will provide a development environment that shall be used throughout the duration of the Contract to customize and maintain the Solution with minimal disruption to NH programmatic activities. Vendor will identify and supply the necessary components of the development environment including hardware, Software, interfaces and network specifications.

Install System and Configure Software

SSG will install and configure the software to meet the specific needs of New Hampshire.

Conduct System Analysis and Design

SSG will conduct System analyses and design to update the Implementation and integration plan as needed to reflect additional issues and risks that emerge during the System development process.

System Architecture and Design Documentation

SSG will document System analyses and design in a System architecture and design document that details how System was implemented in NH enterprise architecture. Documentation should include: business processes, use cases, and Operational flowcharts, narrative and diagrammatic System and data model descriptions; description of operating environment, hardware and Software configurations and component descriptions.

The system design will follow industry standard design patterns and practices, and be documented using industry standard UML diagramming. During the design phase, the requirements are further interpreted and refined in order to ensure proper configuration of the user interface and other technical components of the system. The System Architecture Document will be updated to describe the custom implementation of the platform.

Deliverables:

- System Architecture Document

Provide System Testing Environment for Testing COTS Software and Developed Code

SSG will develop and test Solution designed to achieve validated requirements and in conformance with System architecture and design Documentation and Test Plan.

Software Unit Testing and Results Reporting (G-21)

SSG will provide a Software Unit Testing plan that facilitates code re-factoring, bottom-up testing of individual code components, living Documentation of Software code units and application programming interfaces (APIs) and database interfaces.

System Testing and Results Reporting (G-24)

SSG will provide a System Test Plan and test results to ensure that new Solution meets the functional and technical requirements described in this RFP. An outcome of this testing Deliverable is a demonstration that the Solution is ready for User Acceptance Testing (UAT). Test Plan and results must address performance, stress, and load testing.

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Periodically, the developed source code will be built and deployed into the System Integration Test Environment. Here, SSG will perform the following to ensure that the New Hampshire specific updates did not adversely impact any existing functionality of the system.

- Functional Testing
- Security Testing. The application stores Private Health Information (PHI) and other sensitive data. In order to ensure the application and its deployment are as secure as possible from hacker attack, testing a release candidate for security vulnerabilities will be executed.
- ADA Compliance Testing. must comply with any published New Hampshire ADA requirements. The platform has already undergone extensive ADA testing, so a round of tests will be run to confirm that the New Hampshire specific updates did not adversely impact the system. As such, testing for ADA compliance will be executed on new UI changes made in a release.

Deliverables:

- Application deployed to the System Integration Test Environment
- Functional Test Results
- ADA Test Results
- Security Test Results
- Bugzilla items for any discovered items
- Automated Test Cases
- Automated Test Results

Configuration Management Database

SSG will provide a Configuration Management Database (CMDB) as a repository for information on the configurable items of the Solution. CMDB should support migration of System to new owner or hosting environment and generate hard copy reports.

Operating Procedures and System Documentation

SSG will provide operating procedures and System Documentation to facilitate operation and maintenance of the system. Vendor will revise operating procedures and Documentation as necessary with results from testing, training, or operational procedures.

User Acceptance Testing and Results Reporting

SSG will facilitate User Acceptance Testing (UAT) on Vendor-supplied test platform. Deliverables include UAT tools to be used by Vendor and NH teams, web-enabled issue reporting and tracking tool integrated with Change Control mechanisms, and updates to Solution including source code repository and System Documentation. Deficiencies identified during UAT may require Vendor to conduct rework to other Deliverables described in this RFP.

Deployment to Certification and QA Environment

After New Hampshire sign-off in the System Integration Test Environment, SSG will promote the build into the QA Environment. Testing during this phase in the QA environment differs from testing functionality in DEV, only in that the hardware and software configurations in QA will exactly mirror what can be found in PROD, including

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actual or de-identified production data. This means that an expected level of performance can be gauged by the users in this environment. Ultimately, testing at this phase will result in a formal email sign-off of a release candidate as being ready to move to the Production environment.

- **Functional Testing.** Based on the existing Test Plan and Test Cases SSG will execute regression and new functionality testing on the release candidate in the QA Environment. Additionally, SSG will create test data for use during testing. Client data already used for IFM test cases is also usable for testing. SSG will also create and run automated tests to save time in running regression tests and ensure the maximum amount of testing code coverage.
- **Security Testing.** The application stores Private Health Information (PHI) and other sensitive data. In order to ensure the application and its deployment are as secure as possible from hacker attack, testing a release candidate for security vulnerabilities will be executed.
- **Performance Testing.** The system must comply with the performance requirements documented in the Requirements Document and based on New Hampshire input. The platform has already undergone extensive performance testing, so a round of tests will be run to confirm that the New Hampshire specific updates and deployment do not adversely impact the system.
- **User Acceptance Testing.** User Acceptance Testing (UAT) is conducted to determine whether or not the deployed system satisfies the acceptance criteria of the requirements owner and business users. Since these tests are run by the business users, the application gets tested using real world scenarios. This testing should include both regression test cases and new functionality test cases. UAT testing can be considered complete when all UAT tests have either passed (i.e. any issues that have been found are resolved by development work) or known issues are clearly documented by the requirement owner as having been determined ok as is (whether permanently or temporarily). SSG will support UAT by helping ensure end users have test accounts, coordinating the UAT efforts, and helping document and triage any feedback.

Sign-off of Release Candidate in the QA Environment

SSG will continue to work in the System Integration Test Environment until New Hampshire signs off that the system meets the functional, systemic, security and ADA requirements. This phase of testing can be considered complete when all previous tests have either passed (i.e. any issues that have been found are resolved by development work) or known issues are clearly documented by the requirement owner as having been determined acceptable as-is (whether permanently or temporarily). Once all the above testing is complete and issues resolved, New Hampshire will provide a formal email sign-off indicating that the release candidate is ready for deployment to QA.

Deliverables:

- Application deployed to the Certification and QA Environment
- Functional Test Results
- ADA Test Results
- Security Test Results
- Automated Test Results
- UAT Test Results
- Acceptance Sign-off Document

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Release Implementation Phase

User Training and Materials

SSG will provide an end-user training including training plans and related training materials. End users include NH immunization staff and other stakeholders with role-based access to the system. Training plans and materials shall be based on a "train the trainer" model designed to ensure that NH staff will be self-sufficient with respect to training stakeholders. Deliverables will address training methodology, objectives, timeframes, resources, and outcomes.

Technical Training and Materials

SSG will provide technical training including training plans and related training materials. Technical users include NH Information Technology staff and other stakeholders with role-based access to the system. Training plans and materials shall ensure sufficient knowledge transfer to NH staff for ad-hoc query and report generation and address structure and architecture of the system. Deliverables should address training methodology, objectives, timeframes, resources, and outcomes.

Deployment to Users

SSG will implement functionality by placing into production a tested and Operational Solution that meets the business, general, technical, security, and hosting requirements of NH. Deliverables will include a production environment, Implementation Plan, user manual, operating procedures, performance monitoring plan, final readiness assessment, and Implementation.

Once all previous work has been completed, the release candidate will be deployed in the Primary Production Environment and Disaster Recovery Environment on a release date determined by New Hampshire. Once deployment is completed, SSG will conduct testing to ensure that the application can be correctly accessed and that data can be retrieved appropriately. Functional validation of features will be executed by SSG on the day of the deployment. After the deployment is complete, New Hampshire will sign-off that it meets the functional requirements before the engineering team will consider the deployment complete.

Post Production Tasks

After the deployment of the system for production use by end users, SSG will monitor the system and provide any necessary technical support. Additionally, the project team will review the release activities and document an After Action Review of the release to capture any lessons learned.

Deliverables:

- Application deployed to the Primary Production Environment, Disaster Recovery Environment and Training Environment
- Smoke Test Results
- Acceptance Sign-off Document
- After Action Review (AAR) of Release

Security Implementation and Documentation

SSG will ensure the security infrastructure and software is fully hardened and compliant with all security requirements. Additionally, Security Documentation will be created which describes the security measure taken, including software (encryption, anti-virus, etc.) and hardware (firewalls) related security measures.

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Complete Warranty Period.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence.

The Warranty Period will initially commence upon the State issuance of a Letter of Acceptance for UAT and will continue for ninety (90) days. If within the last thirty (30) calendar days of the Warranty Period, the System Software fails to operate as specified, the Warranty Period will cease, SSG will correct the Deficiency, and a thirty (30) calendar day Warranty Period will begin. Any further Deficiencies with the Software must be corrected and run fault free for thirty (30) days.

SSG agrees to maintain, repair, and correct Deficiencies in the System Software, including but not limited to the individual modules or functions, during the Warranty Period at no additional cost to the State, in accordance with the Specifications and terms and requirements of the Contract, including without limitation, correcting all errors, and Defects and Deficiencies; eliminating viruses or destructive programming; and replacing incorrect, Defective or Deficient Software and Documentation. Warranty Services shall include, without limitation, the following:

- a. Maintain the System Software in accordance with the Specifications, terms, and requirements of the Contract;
- b. Repair or replace the System Software or any portion thereof so that the System operates in accordance with the Specifications, terms, and requirements of the Contract;
- c. The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours per day and seven (7) days a week with an email / telephone response within two (2) hours of request, with assistance response dependent upon issue severity;
- d. On-site additional Services within four (4) business hours of a request;
- e. Maintain a record of the activities related to Warranty Repair or maintenance activities performed for the State;
- f. For all Warranty Services calls, the Vendor shall ensure the following information will be collected and maintained:
 - 1) nature of the Deficiency;
 - 2) current status of the Deficiency;
 - 3) action plans, dates, and times;
 - 4) expected and actual completion time;
 - 5) Deficiency resolution information;
 - 6) Resolved by;
 - 7) Identifying number i.e. work order number;
 - 8) Issue identified by;
- g. The Vendor must work with the State to identify and troubleshoot potentially large-scale Software failures or Deficiencies by collecting the following information:
 - 1) mean time between reported Deficiencies with the Software;
 - 2) diagnosis of the root cause of the problem; and
 - 3) identification of repeat calls or repeat Software problems; and
- h. All Deficiencies found during the Warranty Period and all Deficiencies found with the Warranty Releases shall be corrected by the Vendor no later than five (5) business days, unless specifically extended in writing by the State, at no additional cost to the State.

If in the Event of Default, the Vendor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option:

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- 1) declare the Vendor in default, terminate the Contract, in whole or in part, without penalty or liability to the State;
- 2) return the Vendor's product and receive a refund for all amounts paid to the Vendor, including but not limited to, applicable license fees within ninety (90) days of notification to the Vendor of the State's intent to request a refund;
- 3) and to pursue its remedies available at law or in equity.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the remedies above will remain in effect until satisfactory completion of the full Warranty Period.

Final System Acceptance by State

SSG will work until NH full accepts the solution. This will be done after NH completes User Acceptance Testing.

Ongoing System Hosting

SSG will provide ongoing system hosting.

Ongoing Support and Maintenance

SSG will provide ongoing support and maintenance of the system including help desk support.



2/13/2023