ARC
68

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

March 24, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Revvity Health Sciences, Inc. (VC# 174649), Waltham, MA to maintain the integrated data management system for infant and newborn hearing screening programs, by increasing the price limitation by $804,001 from $985,548 to $1,789,549 and by extending the completion date from November 30, 2025 to November 30, 2028, effective December 1, 2025, upon Governor and Council approval. 53% Federal Funds. 47% Other Funds (Newborn Screening Revolving Fund).

The original contract was approved by Governor and Council on December 02, 2020 (Item #20), amended on November 22, 2021 (Item #26), amended on January 18, 2023 (Item #16) and most recently amended on April 10, 2024 (Item #12).

Funds are available in the following accounts for State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, 2028, and 2029 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because the Department is seeking to extend the contract, which was originally competitively bid, beyond the completion date and there are no renewal options available. The Department assessed alternatives for the management of newborn screening program data and compliance with New Hampshire RSA 132:10-a and determined that maintaining the current system, which meets Department business requirements and supports health outcomes, is the most cost effective approach and mitigates any risk to program operations. The Contractor's database has the capability to capture and manage all newborn screening and diagnostic results, as well as facilitate referrals and enrollment into early intervention and special medical services, all within a single system.

The purpose of this request is for the Contractor to continue to maintain the Integrated Data Management System, which allows for timely follow up for infants who are diagnosed with hearing loss or a heritable condition. Early treatment of these conditions, before the onset of symptoms, is critical to improving health outcomes and preventing lifelong health concerns. The data collected and secured in the Integrated Data Management System is used to monitor,

analyze, and evaluate trends in progress towards meeting health outcomes for infants. The Contractor provides customized reports and interface modifications using information received from birthing hospitals and other health care providers including pediatricians, midwives, and audiologists. These reports are essential to the Department's compliance with New Hampshire RSA 132:10-a and to providing timely follow-up and referrals to appropriate medical and/or service providers.

Approximately 12,000 children, from birth to age three, will be served annually.

The Department will monitor and report on services annually by measuring the following:

- System users demonstrate an eighty percent (80%) or higher system-proficiency level post system training
- Status reports are provided, and project milestones are communicated during status meetings
- On-time delivery of custom report(s) requested by the Department

Should the Governor and Council not authorize this request, timely and appropriate follow-up for infants to receive diagnosis and care for hearing loss or heritable conditions may be delayed creating health risks for children from birth to age three.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 93.314, FAIN NU50DD000091, ALN 93.110, FAIN H4N49266

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

Respectfully submitted,

Lori A. Weaver
Commissioner

DEPARTMENT OF HEALTH AND HUMAN SERVICES
REVVITY HEALTH SCIENCES, INC. AMENDMENT #4
FISCAL DETAILS SHEET

05-95-090-902010-52400000 HEALTH AND SOCIAL SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN SCREENING REVOL FUND 100% OTHER FUNDS (NEWBORN SCREENING REVOLVING FUND)

VENDOR NAME:	Revvity Health Sciences, Inc. - Vendor #174649					
State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2021	102-500731	Contracts for Program Services	90080013	$ 54,833.00	$0.00	$ 54,833.00
2022	102-500731	Contracts for Program Services	90080013	$ 98,450.00	$0.00	$ 98,450.00
2023	102-500731	Contracts for Program Services	90080013	$ 103,142.00	$0.00	$ 103,142.00
2024	102-500731	Contracts for Program Services	90080013	$ 61,141.00	$0.00	$ 61,141.00
2025	102-500731	Contracts for Program Services	90080013	$ 63,461.00	$0.00	$ 63,461.00
2026	102-500731	Contracts for Program Services	90080013	$ 47,791.00	$75,000.00	$ 122,791.00
2027	102-500731	Contracts for Program Services	90080013	$0	$100,000.00	$ 100,000.00
2028	102-500731	Contracts for Program Services	90080013	$0	$100,000.00	$ 100,000.00
2029	102-500731	Contracts for Program Services	90080013	$0	$100,000.00	$ 100,000.00
		Sub Total:		**$ 428,818.00**	**$375,000.00**	**$ 803,818.00**

05-95-090-902010-33860000 HEALTH AND SOCIAL SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, EARLY HEARING DET & INTERVIN 100% FEDERAL FUNDS
FAIN#NU50DD000091, CFDA # 93.314 and CDC 5/24/2024

VENDOR NAME: Revvity Health Sciences, Inc. - Vendor #174649

State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2021	102-500731	Contracts for Program Services	90004005	$ 50,000.00	$0.00	$ 50,000.00
2022	102-500731	Contracts for Program Services	90004005	$ 40,000.00	$0.00	$ 40,000.00
2023	102-500731	Contracts for Program Services	90004005	$ 57,000.00	$0.00	$ 57,000.00
2024	102-500731	Contracts for Program Services	90004005	$ 49,865.00	$0.00	$ 49,865.00
2025	102-500731	Contracts for Program Services	90004005	$ 49,865.00	$0.00	$ 49,865.00
2026	102-500731	Contracts for Program Services	90004005	$0.00	$22,167.00	$ 22,167.00
2027	102-500731	Contracts for Program Services	90004005	$0.00	$38,000.00	$ 38,000.00
2028	102-500731	Contracts for Program Services	90004005	$0.00	$38,000.00	$ 38,000.00
2029	102-500731	Contracts for Program Services	90004005	$0.00	$15,834.00	$ 15,834.00
		Sub Total:		**$ 246,730.00**	**$114,001.00**	**$ 360,731.00**

05-95-090-902010-43010000 HEALTH AND SOCIAL SERVICES DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN SCREENING PROGRAM 100% FEDERAL FUNDS
FAIN#H4N49266, CFDA #93.110 and Health Resources and Services Admin (HRSA) 7/15/2024

VENDOR NAME: Revvity Health Sciences, Inc. - Vendor #174649

State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2024	102-500731	Contracts for Program Services	90004115	$100,000.00	$0.00	$100,000.00
2025	102-500731	Contracts for Program Services	90004115	$105,000.00	$0.00	$105,000.00
2026	102-500731	Contracts for Program Services	90004115	$105,000.00	$61,250.00	$166,250.00
2027	102-500731	Contracts for Program Services	90004115	$0.00	$105,000.00	$105,000.00
2028	102-500731	Contracts for Program Services	90004115	$0.00	$105,000.00	$105,000.00
2029	102-500731	Contracts for Program Services	90004115	$0.00	$43,750.00	$43,750.00
		Sub Total:		**$310,000.00**	**$315,000.00**	**$ 625,000.00**
		TOTAL:		**$ 985,548.00**	**$804,001.00**	**$ 1,789,549.00**

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

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

Denis Goulet
Commissioner

March 19, 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 with Revvity Health Sciences, Inc., as described below and referenced as DoIT No. 2019-051D.

The purpose of this request is to maintain the integrated data management system for infant and newborn hearing screening programs.

The Total Price Limitation shall increase by $804,001 for a New Total Price Limitation of $1,789,549, effective upon Governor and Council approval through November 30, 2028.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-051D

cc: Ken Gagne, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #4

This Amendment to the Integrated Data Management System for Maternal and Child Health Screening Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Revvity Health Sciences, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 02, 2020 (Item #20), as amended on November 22, 2021 (Item #26), as amended on January 18, 2023 (Item #16), as amended on April 10, 2024 (Item #12) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended 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 1.7, Completion Date, to read:

   November 30, 2028

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $1,789,549

3. Modify Contract Part 3 – Information technology Exhibits C- Price and Payment Schedule, Section 1.2., Activities/Deliverables/Milestones and Pricing Worksheet, to read:

   1.2 Activities/Deliverables/Milestones and Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	12/03/2020	$ 1,047.00
2	Project Status Reports	Written	Bi-weekly	$ 1,000.00
3	Work Plan	Written	12/08/2020	$ 1,500.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12/08/2020	$ 3,672.00
5	Security Plan	Written	12/08/2020	$ 2,000.00
6	Communications and Change Management Plan	Written	12/08/2020	$ 1,224.00
7	Requirements Trace ability Matrix	Written	12/15/2020	$ 3,840.00
8	Software Configuration Plan	Written	12/15/2020	$ 3,024.00
9	Systems Interface Plan and Design/Capability	Written	12/15/2020	$ 3,040.00
10	Testing Plan	Written	01/05/2021	$ 3,024.00
11	Data Conversion Plan and Design	Written	01/05/2021	$ 2,047.00
12	Deployment Plan	Written	01/19/2021	$ 2,047.00

13	Comprehensive Training Plan and Curriculum	Written	01/29/2021	$ 964.00
14	End User Support Plan	Written	02/05/2021	$ 1,500.00
15	Business Continuity Plan	Written	02/05/2021	$ 2,047.00
16	Documentation of Operational Procedures	Written	02/12/2021	$ 3,024.00
INSTALLATION				
17	Provide Software Licenses if needed	Written	04/29/2021	$ 22,000.00
18	Provide Fully Tested Data Conversion Software	Software	04/29/2021	$ 2,000.00
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	04/29/2021	$ 71,000.00
TESTING				
20	Conduct Integration Testing	Non-Software	03/23/2021	$ 2,200.00
21	Conduct User Acceptance Testing	Non-Software	04/13/2021	$ 1,020.00
22	Perform Production Tests	Non-Software	04/13/2021	$ 1,200.00
23	Test In-Bound and Out-Bound Interfaces	Software	04/13/2021	$ 1,056.00
24	Conduct System Performance (Load/Stress) Testing	Non-Software	03/30/2021	$ 800.00
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	03/30/2021	$ 1,000.00
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software	04/29/2021	$ 1,024.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	04/29/2021	$ 1,000.00
28	Conduct Training	Non-Software	04/27/2021	$ 2,500.00
29	Cutover to New Software	Non-Software	04/29/2021	$ 200.00
30	Provide Documentation	Written	04/27/2021	$ 1,000.00
31	Execute Security Plan	Non-Software	04/29/2021	$ 1,000.00
OPERATIONS				
32	Ongoing Hosting Support	Non-Software	Ongoing	$ 206,934.00
33	Ongoing Support & Maintenance	Software	*Ongoing*	*$ 1,438,615.00*
34	Conduct Project Exit Meeting	Non-Software	Ongoing	$0.00
	TOTAL COST			***$ 1, 789, 549.00***

4. Modify Contract Part 3- Information technology Exhibits C- Price and Payment Schedule, Section

DS

1.4., Future Vendor Rates Worksheet, to read:

1.4 **Future Vendor Rates Worksheet**

The state and Contractor agree to the following rates in the event the contract is extended in accordance with Part 2- Information Technology Provisions Section 2: *Contract Terms*

Position Title	SFY 2023	SFY 2024	SFY 2025	SFY 2026	SFY 2027	SFY 2028	SFY 2029
Project Manger	$263/hr	$276/hr	$289/hr	$298/hr	$307/hr	$316/hr	$325/hr
Implementation Manager	$236/hr	$248/hr	$260/hr	$268/hr	$276/hr	$284/hr	$293/hr
Product development lifecycle team	$231/hr	$243/hr	$255/hr	$263/hr	$271/hr	$279/hr	$287/hr
Subject-matter expert	$236/hr	$248/hr	$260/hr	$268/hr	$276/hr	$284/hr	$293/hr

5. Modify Contract Part 3 – Information technology Exhibits C- Price and Payment Schedule, Section 1.5.1, Service Pricing Worksheet, to read:

Table 1.5.1 Services Pricing Worksheet

Software Name	Maintenance Support and Upgrades								
	SFY 21 12/2/20 – 11/30/21	SFY 22 12/1/21 – 6/30/2022	SFY 23 7/1/22-6/30/23	SFY 24 7/1/23-6/30/24	SFY 25 7/1/24-6/30/25	SFY 26 7/1/25-6/30/26	SFY 27 7/1/26-6/30/27	SFY 28 7/1/27-6/30/28	SFY 29 7/1/28-11/30/28
OZ eScreener Plus™ (eSP™) management information system annual licenses for EHDI, Critical Congenital Heart Disease (CCHD), Newborn Bloodspot Screening (NBS) and Birth Conditions with access for unlimited users at DHHS, birthing hospitals, outpatient clinics, and audiology centers as specified by DHHS. Includes vital records matching.	$55,000	$57,750	$60,638	$60,638	$60,638	$62,457	$64,331	$66,261	$68,249
OZ Newborn Admission Notification Information™ (NANI™) for automated demographic data from birthing hospital Electronic Health Records (EHRs) to OZ eSP™ management information system.	$25,000	$5,150	$5,250	$5,113	$5,788	$5,962	$6,140	$6,325	$6,514

Telepathy EHDI™ for direct results from hearing screening equipment with license keys for birthing hospitals in NH	$15,000	$3,000	$3,150	$3,308	$3,473	$3,577	$3,685	$3,795	$3,909
Telepathy CCHD™ for direct results streaming from oximeter screening equipment with license keys for birthing hospitals in NH to OZ eSP™ management information system	$15,000	$3,000	$3,150	$3,308	$3,473	$3,577	$3,685	$3,795	$3,909
OZ Advanced Reporting Tool license, includes Enterprise Data Warehouse (EDW) connection and link to eSP™	$8,000	$8,400	$8,820	$9,261	$9,724	$10,016	$10,316	$10,626	$10,944
Help Desk support, implementation, and project management support. Cost for resources to monitor, implement and support.	$40,000	$110,300	$28,665	$30,098	$31,603	$110,072.80	$ 111,049.80	$112,054.80	$113,090.80

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective December 01, 2025, 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

4/14/2025

Date

DocuSigned by:
Iain Watt
D778BB63F9704C7...

Name: Iain Watt
Title: Director - DPHS

Revvity Health Sciences, Inc.

4/7/2025

Date

DocuSigned by:
Judith Albrecht
A3A0B5877428471...

Name: Judith Albrecht
Title: Assistant Secretary

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

OFFICE OF THE ATTORNEY GENERAL

4/17/2025

Date

DocuSigned by:
Robyn Guarino
748734844941460...

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:

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

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 REVVITY HEALTH SCIENCES, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on March 08, 2004. 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: **467306**

Certificate Number: **0007093221**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of March A.D. 2025.

David M. Scanlan
Secretary of State

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

Filing History

Back to Home (/online)

Business Name	Business ID
REVVITY HEALTH SCIENCES, INC.	467306

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0007092803	03/11/2025	03/11/2025	Annual Report	2025
0006846753	01/02/2025	01/02/2025	Annual Report Reminder	N/A
0006569111	02/08/2024	02/08/2024	Annual Report	2024
0006386253	01/02/2024	01/02/2024	Annual Report Reminder	N/A
0006267546	07/03/2023	07/03/2023	Amendment	N/A
0006111039	02/08/2023	02/08/2023	Annual Report	2023
0005942088	01/04/2023	01/04/2023	Annual Report Reminder	N/A
0005733494	03/29/2022	03/29/2022	Annual Report	2022
0005513549	01/08/2022	01/08/2022	Annual Report Reminder	N/A
0005317169	03/26/2021	03/26/2021	Annual Report	2021
0005119376	01/15/2021	01/15/2021	Annual Report Reminder	N/A
0004859661	03/26/2020	03/26/2020	Annual Report	2020
0004745477	01/07/2020	01/07/2020	Annual Report Reminder	N/A
0004481415	04/01/2019	04/01/2019	Annual Report	2019
0004307188	01/01/2019	01/01/2019	Annual Report Reminder	N/A
0004151796	07/17/2018	07/17/2018	Commercial Registered Agent Address Change	N/A
0004098190	05/16/2018	05/16/2018	Annual Report	2018
0003711959	12/29/2017	12/29/2017	Annual Report Reminder	N/A
0003564003	03/30/2017	03/30/2017	Annual Report	2017
0003436699	12/26/2016	12/26/2016	Annual Report Reminder	N/A
0003283386	04/01/2016	04/01/2016	Annual Report	2016
0003123318	05/21/2015	05/21/2015	Annual Report	2015
0001357667	04/01/2014	04/01/2014	Annual Report	2014
0001357666	03/29/2013	03/29/2013	Annual Report	2013
0001357665	03/22/2012	03/22/2012	Annual Report	2012
0001357664	03/07/2011	03/07/2011	Annual Report	2011
0001357663	03/29/2010	03/29/2010	Annual Report	2010
0001357662	04/01/2009	04/01/2009	Annual Report	2009
0001357661	01/16/2009	01/16/2009	Amendment	N/A
0001357660	06/04/2008	06/04/2008	Annual Report	2008
0001357659	06/02/2008	06/02/2008	Dissolution/Suspension Warning Letter	N/A
0001357658	04/12/2007	04/12/2007	Annual Report	2007

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0001357657	04/18/2006	04/18/2006	Annual Report	2006
0001357656	03/31/2005	03/31/2005	Annual Report	2005

Back

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

© 2022 State of New Hampshire.

CERTIFICATE OF AUTHORITY

I, MaryLynne Hartl, 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 Revvity Health Sciences, Inc. _____
(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 May 16, 2024, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Judith Albrecht, Assistant Secretary (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Revvity Health Sciences Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: _____

MaryLynne Hartl
Digitally signed by MaryLynne Hartl
Date: 2025.04.16 16:15:03 -05'00'

Signature of Elected Officer
Name: MaryLynne Hartl
Title: Assistant Secretary

Rev. 03/24/20

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/30/2025

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

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

PRODUCER
Aon Risk Services Northeast, Inc.
Boston MA Office
53 State Street
Suite 2201
Boston MA 02109 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	ACE American Insurance Company	22667
INSURER B:	Illinois Union Insurance Company	27960
INSURER C:	ACE Property & Casualty Insurance Co.	20699
INSURER D:	Everest Indemnity Insurance Company	10851
INSURER E:		
INSURER F:		

INSURED
Revvity Health Sciences, Inc.
77 4th Avenue
Waltham MA 02451 USA

COVERAGES **CERTIFICATE NUMBER:** 570110677658 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			HDOG48940626	02/01/2025	02/01/2026	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$2,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$4,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH1136634A	02/01/2025	02/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $25,000			XEUG72505013005	02/01/2025	02/01/2026	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SCFC72609517 WI	02/01/2025	02/01/2026	X PER STATUTE OTH-ER	
A				WLRC72609475 AOS	02/01/2025	02/01/2026	E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
B	Products Liability			G72505633005 Claims Made SIR applies per policy terms & conditions	02/01/2025	02/01/2026	Per Occurrence Aggregate Completed Ops	$2,000,000 $4,000,000 Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Products Liability/Completed Operations is covered under the Products Liability policy.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast Inc.

Holder Identifier :

Certificate No : 570110677658

©1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

ARC

12

Lori A. Weaver
Commissioner

Iain N. Watt
Interim Director

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

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

March 7, 2024

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Revvity Health Sciences, Inc. [formerly OZ Systems USA, LLC] (VC# TBD), Waltham, MA to expand the integrated data management system for infant and newborn hearing screening programs, by increasing the price limitation by $310,000 from $675,548 to $985,548 with no change to the contract completion date of November 30, 2025, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 2, 2020, item #20, amended on November 22, 2021, item #26, and most recently amended on January 18, 2023, item #16.

Funds are available in the following account for State Fiscal Years 2024 and 2025 and are anticipated to be available in State Fiscal Year 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached Fiscal Details Sheet.

EXPLANATION

This request is **Sole Source** because the Department is increasing the price limitation by more than 10% of the original contract. The Department received additional federal funding through the Health Resources and Services Administration (HRSA), Newborn Screening Propel grant to augment the current system to include modules for newborn hearing and newborn screening (blood spot) care coordination and for patient document upload to the Integrated Data Management System.

The purpose of this request is to improve the Integrated Data Management System by adding care coordination modules and a document upload feature. These additional components will increase timely follow up for infants who are diagnosed with hearing loss or a heritable condition. Early treatment of these conditions, before the onset of symptoms, is more effective in improving health outcomes than later treatment. The data collected in the Integrated Data Management System is used to monitor and evaluate progress towards meeting health outcomes for infants. The Contractor provides customized reports and interface modifications using information received from birthing hospitals and other health care providers including pediatricians, midwives, and audiologists. The customized reports are essential to the

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

Department's compliance with New Hampshire RSA 132:10a and to providing timely follow-up and referrals to appropriate medical and/or service providers.

Approximately 12,000 children, from birth to age three, will be served annually.

The Department will monitor and report on services annually by measuring the following:

- System users demonstrate an eighty percent (80%) or higher system-proficiency level post system training.
- Status reports are provided and project milestones are communicated during status meetings.
- On-time delivery of custom report(s) requested by the Department.

Should the Governor and Council not authorize this request, timely and appropriate follow-up to ensure infants receive necessary services for hearing loss or heritable conditions may be delayed creating added risk for children from birth to age three.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.110, FAIN H4MC49266.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-844A-495C-B689-D4C692F322E4

DEPARTMENT OF HEALTH AND HUMAN SERVICES
REVVITY HEALTH SCIENCES, INC. AMENDMENT #3
FISCAL DETAILS SHEET

05-95-090-902010-52400000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN SCREENING REVOL FUND 100% OTHER FUNDS (NEWBORN SCREENING REVOLVING FUND)

VENDOR NAME: Revvity Health Sciences, Inc. - Vendor #TBD

State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2021	102-500731	Contracts for Program Services	90080013	$ 54,833.00	$0.00	$ 54,833.00
2022	102-500731	Contracts for Program Services	90080013	$ 98,450.00	$0.00	$ 98,450.00
2023	102-500731	Contracts for Program Services	90080013	$ 103,142.00	$0.00	$ 103,142.00
2024	102-500731	Contracts for Program Services	90080013	$ 61,141.00	$0.00	$ 61,141.00
2025	102-500731	Contracts for Program Services	90080013	$ 63,461.00	$0.00	$ 63,461.00
2026	102-500731	Contracts for Program Services	90080013	$ 47,791.00	$0.00	$ 47,791.00
		Sub Total:		$ 428,818.00	$0.00	$ 428,818.00

05-95-090-902010-33860000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, EARLY HEARING DET & INTERVIN 100% FEDERAL FUNDS

VENDOR NAME: Revvity Health Sciences, Inc. - Vendor #TBD

State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2021	102-500731	Contracts for Program Services	90004005	$ 50,000.00	$0.00	$ 50,000.00
2022	102-500731	Contracts for Program Services		$ 40,000.00	$0.00	$ 40,000.00
2023	102-500731	Contracts for Program Services		$ 57,000.00	$0.00	$ 57,000.00
2024	102-500731	Contracts for Program Services		$ 49,865.00	$0.00	$ 49,865.00
2025	102-500731	Contracts for Program Services		$ 49,865.00	$0.00	$ 49,865.00
2026	102-500731	Contracts for Program Services		$0.00	$0.00	$0.00
		Sub Total:		$ 246,730.00	$0.00	$ 246,730.00

05-95-090-902010-43010000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; BUREAU OF FAMILY HEALTH AND NUTRITION, NEWBORN SCREENING PROGRAM 100% FEDERAL FUNDS

VENDOR NAME: Revvity Health Sciences, Inc. - Vendor #TBD

State Fiscal Year	Class/Account	Class Title	Job Number	Current Amount	Increase (Decrease) Amount	Revised Amount
2024	102-500731	Contracts for Program Services	90004115	$0.00	$100,000.00	$ 100,000.00
2025	102-500731	Contracts for Program Services	90004115	$0.00	$105,000.00	$ 105,000.00
2026	102-500731	Contracts for Program Services	90004115	$0.00	$105,000.00	$105,000.00
		Sub Total:		$0.00	$310,000.00	$ 310,000.00
		TOTAL:		$ 675,548.00	$310,000.00	$ 985,548.00

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

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

Denis Goulet
Commissioner

December 6, 2023

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Revvity Health Sciences, Inc., as described below and referenced as DoIT No. 2019-051C.

The purpose of this request is to expand the integrated data management system for infant and newborn hearing screening programs.

The Total Price Limitation will increase by $310,000 for a New Total Price Limitation of $985,548. This amendment is effective upon Governor and Council approval with no change to the contract end date of November 30, 2025.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2019-051C

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #3

This Amendment to the Integrated Data Management System for Maternal and Child Health Screening Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Revvity Health Sciences, Inc. [formerly OZ Systems USA, LLC] ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020 (Item #20), as amended on November 22, 2021 (Item #26) and most recently amended on January 18, 2023 (Item #16), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, 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:

   Revvity Health Sciences, Inc.

2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:

   940 Winter Street
   Waltham, MA 02451

3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $985,548

4. Modify Contract PART 3 – Information Technology Exhibits, Exhibit B Scope of Services to add Section 1.1.1 to read:

   1.1.1 The Contractor must provide a module for newborn screening (blood spot) case management, newborn hearing and newborn screening (blood spot) care coordination, and the ability to allow patient documents to be uploaded to the Integrated Data Management System. The Contractor must also provide New Hampshire specific customization and enhancements to data fields.

5. Modify Contract PART 3 – Information Technology Exhibits, Exhibit C – Price and Payment Schedule, Section 1., Payment Schedule, Subsection 1.2., Activities/Deliverables/Milestones and Pricing Worksheet, by replacing it in its entirety with the following:

   1.2. Activities/Deliverables/Milestones and Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	12/03/2020	$ 1,047.00
2	Project Status Reports	Written	Bi-weekly	$ 1,000.00
3	Work Plan	Written	12/08/2020	$ 1,500.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12/08/2020	$ 3,672.00

5	Security Plan	Written	12/08/2020	$ 2,000.00
6	Communications and Change Management Plan	Written	12/08/2020	$ 1,224.00
7	Requirements Trace ability Matrix	Written	12/15/2020	$ 3,840.00
8	Software Configuration Plan	Written	12/15/2020	$ 3,024.00
9	Systems Interface Plan and Design/Capability	Written	12/15/2020	$ 3,040.00
10	Testing Plan	Written	01/05/2021	$ 3,024.00
11	Data Conversion Plan and Design	Written	01/05/2021	$ 2,047.00
12	Deployment Plan	Written	01/19/2021	$ 2,047.00
13	Comprehensive Training Plan and Curriculum	Written	01/29/2021	$ 964.00
14	End User Support Plan	Written	02/05/2021	$ 1,500.00
15	Business Continuity Plan	Written	02/05/2021	$ 2,047.00
16	Documentation of Operational Procedures	Written	02/12/2021	$ 3,024.00
INSTALLATION				
17	Provide Software Licenses if needed	Written	04/29/2021	$ 22,000.00
18	Provide Fully Tested Data Conversion Software	Software	04/29/2021	$ 2,000.00
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	04/29/2021	$ 71,000.00
TESTING				
20	Conduct Integration Testing	Non-Software	03/23/2021	$ 2,200.00
21	Conduct User Acceptance Testing	Non-Software	04/13/2021	$ 1,020.00
22	Perform Production Tests	Non-Software	04/13/2021	$ 1,200.00
23	Test In-Bound and Out-Bound Interfaces	Software	04/13/2021	$ 1,056.00
24	Conduct System Performance (Load/Stress) Testing	Non-Software	03/30/2021	$ 800.00
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	03/30/2021	$ 1,000.00
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software	04/29/2021	$ 1,024.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	04/29/2021	$ 1,000.00

28	Conduct Training	Non-Software	04/27/2021	$ 2,500.00
29	Cutover to New Software	Non-Software	04/29/2021	$ 200.00
30	Provide Documentation	Written	04/27/2021	$ 1,000.00
31	Execute Security Plan	Non-Software	04/29/2021	$ 1,000.00
OPERATIONS				
32	Ongoing Hosting Support	Non-Software	Ongoing	$ 206,934.00
33	Ongoing Support & Maintenance	Software	*Ongoing*	*$ 634,614.00*
34	Conduct Project Exit Meeting	Non-Software	Ongoing	$ 0.00
	TOTAL COST			***$ 985,548.00***

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

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

State of New Hampshire
Department of Health and Human Services

3/13/2024
Date

DocuSigned by:
Iain Watt
D778DB63F9704C7...
Name: Iain Watt
Title: Interim Director - DPHS

Revvity Health Sciences, Inc.

3/1/2024
Date

DocuSigned by:
Judith Albrecht
A3A0B587742847 1...
Name: Judith Albrecht
Title: Assistant Secretary

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

OFFICE OF THE ATTORNEY GENERAL

3/20/2024
Date

DocuSigned by:
Robyn Guarino
748734844941460...
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:

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DEC19'22 PM 3:06 RCVD ARC

16

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

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

December 8, 2022

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 **Retroactive** amendment to an existing contract with OZ Systems USA, LLC (VC #248266-B001), Arlington, TX, for the development, implementation and support of an integrated data management system for infant and newborn hearing screening programs, by exercising a contract renewal option by increasing the price limitation by $336,098 from $339,450 to $675,548 and extending the completion date from November 30, 2022 to November 30, 2025, effective November 30, 2022, upon Governor and Council approval. 38.80% Federal Funds. 61.20% Other Funds (Newborn Screening Revolving Fund).

The original contract was approved by Governor and Council on December 2, 2020, Item #20 and most recently amended with Governor and Council approval on November 22, 2021, Item #26.

Funds are available in the following accounts for State Fiscal Year 2023 and are anticipated to be available in State Fiscal Years 2024, 2025 and 2026, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the contract negotiations process took longer than anticipated. The Department is requesting this item to be retroactive to November 30, 2022 to ensure there is no lapse in services and to ensure the Department is in compliance with RSA 132:10a.

The purpose of this request is to continue ongoing hosting, support and maintenance of the Integrated Data Management System. The data collected from the Integrated Data Management System is used to monitor and report infant hearing screening results, Critical Congenital Heart Disease results and certain birth conditions of New Hampshire newborns. The Contractor will provide customized reports and interface modifications using information received from birthing hospitals and other providers including pediatricians, midwives and audiologists (hearing specialists). The customized reports are essential to the Department complying with New Hampshire RSA 132:10a, and are imperative in providing timely follow-up and referrals to appropriate medical and/or service providers, as needed.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

Early treatment of these conditions, before the onset of symptoms, is more effective in improving newborn health outcomes than later treatment. The Integrated Data Management System reports real-time screenings, births and diagnostic follow-up information relative to maternal, newborn and child health to ensure timely access to needed services.

The Department continues to monitor contracted services by ensuring:

- System users demonstrate an eighty percent (80%) or higher system-proficiency level post system training;
- Project meetings and communications allow for State input and updates to the plans;
- Status reports are provided and project milestones are communicated on status meeting agendas and via updates outline in the original Contract; and
- On-time delivery of custom report(s) requested by the State.

As referenced in Part 2 – Information Technology Provisions, Section 2. Contract Term, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for three (3) of the three (3) years available.

Should the Governor and Council not authorize this request, timely and appropriate follow-up to ensure infants receive necessary services may be delayed, as well as, referrals to medical and/or service providers. In addition, the Department may not be in compliance with RSA 132:10a.

Area served: Statewide

Source of Federal Funds: Assistance Listing Number #93.314, FAIN #NU50DD000091 and Other Funds (Newborn Screening Revolving Funds).

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

05-95-090-902010-52400000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; NEWBORN SCREENING REVOL FUND
100% Other Funds (Newborn Screening Revolving Fund)

Vendor Name: OZ Systems USA, LLC. Vendor #: 248266-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	90080013	$54,833.00	$0.00	$54,833.00
2022	102-500731	Contracts for Program Services	90080013	$98,450.00	$0.00	$98,450.00
2023	102-500731	Contracts for Program Services	90080013	$39,167.00	$63,975.00	$103,142.00
2024	102-500731	Contracts for Program Services	90080013	$0.00	$61,141.00	$61,141.00
2025	102-500731	Contracts for Program Services	90080013	$0.00	$63,461.00	$63,461.00
2026	102-500731	Contracts for Program Services	90080013	$0.00	$47,791.00	$47,791.00
		Sub Total		$192,450.00	$236,368.00	$428,818.00

05-95-090-902010-33860000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; EARLY HEARING DET & INTERVIN
100% Federal Funds

Vendor Name: OZ Systems USA, LLC. Vendor #: 248266-B001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2021	102-500731	Contracts for Program Services	90004005	$50,000.00	$0.00	$50,000.00
2022	102-500731	Contracts for Program Services	90004005	$40,000.00	$0.00	$40,000.00
2023	102-500731	Contracts for Program Services	90004005	$57,000.00	$0.00	$57,000.00
2024	102-500731	Contracts for Program Services	90004005	$0.00	$49,865.00	$49,865.00
2025	102-500731	Contracts for Program Services	90004005	$0.00	$49,865.00	$49,865.00
2026	102-500731	Contracts for Program Services	90004005	$0.00	$0.00	$0.00
		Sub Total		$147,000.00	$99,730.00	$246,730.00
			Overall Total	$339,450.00	$336,098.00	$675,548.00

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

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

Denis Goulet
Commissioner

September 22, 2022

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with OZ Systems USA, LLC., as described below and referenced as DoIT No. 2019-051B.

> The purpose of this request is to continue ongoing hosting, support and maintenance of the Integrated Data Management System. The data collected from the Integrated Data Management System is used to monitor and report infant hearing screening results, Critical Congenital Heart Disease results and certain birth conditions of New Hampshire newborns. The Contractor will provide customized reports and interface modifications using information received from birthing hospitals and other providers including pediatricians, midwives and audiologists (hearing specialists). The customized reports are essential to the Department complying with New Hampshire RSA 132:10a, and are imperative in providing timely follow-up and referrals to appropriate medical and/or service providers, as needed.
>
> This amendment increases the price limitation by $336,098, from $339,450 to $675,548, and extends the completion date from November 30, 2022 to November 30, 2025, effective upon Governor and Council approval.

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

Sincerely,

Denis Goulet

DG/RA
DoIT #2019-051B

cc: Michael Williams, IT Manager, DoIT

State of New Hampshire
Department of Health and Human Services
Amendment #2

This Amendment to the Integrated Data Management System for Maternal and Child Health Screening Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and OZ Systems USA, LLC, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020, (Item #20), as amended on November 22, 2021, (Item #26), 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, Paragraph 17, and Part 2 – Information Technology Provisions, Section 2. Contract Term, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, and modify the scope of services to support continued delivery of these services; 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 1.7., Completion Date, to read:

   November 30, 2025.

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $675,548.

3. Form P-37, General Provisions, Block 1.9., Contracting Officer for State Agency, to read:

   Robert W. Moore, Director.

4. Form P-37, General Provisions, Block 1.13., State Agency Signature, to read:

   Patricia Tilley, Director, Division of Public Health Services.

5. Modify Contract PART 2 – Information Technology Provisions, Section 4., Contract Management, Subsection 4.1., Contractor's Contract Manager, to read:

   The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

   Maria Cantu
   OZ Systems USA, LLC
   2201 East Lamar Blvd., Suite 280
   Arlington, Texas 76006
   469-867-2457
   maria.cantu@perkinelmer.com

6. Modify Contract PART 2 – Information Technology Provisions, Section 4., Contractor's Project Manager, Subsection 4.2.5., to read:

   Contractor Project Manager is:

   Don Shaheen
   OZ Systems USA, LLC
   2201 East Lamar Blvd., Suite 280
   Arlington, Texas 76006
   214-631-6161, Ext. 124
   Don.Shaheen@perkinelmer.com

Contractor Initials DS 4D
Date 11/29/2022

7. Modify Contract PART 2 – Information Technology Provisions, Section 16., Dispute Resolution, Dispute Resolution Responsibility and Schedule Table, by replacing it in its entirety with the following:

Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	Don Shaheen, Customer Relationship Manager	Courtney Keane, Program Manager, Newborn Screening	Five (5) Business Days
First	Maria Cantu, Site Leader	Rhonda Siegel, Administrator, Maternal Child Health	Five (5) Business Days
Second	Brenee Mitchell, Customer Relationship Manager	Lissa Sirois, Program Director, Population Health and Community Services	Five (5) Business Days
Third	Petra Furu, General Manager Reproductive Health	Patricia Tilley, Director, Division Director, Division of Public Health Services	Five (5) Business Days

8. Modify Contract PART 2 – Information Technology Provisions, Section 18. General Contract Requirements, Subsection 18.6. Notices, Notices table, by replacing it in its entirety with the following:

NOTICES	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
Maria Cantu, Site Leader	Courtney Keane, Contract Manager
2201 East Lamar Blvd., Suite 280	29 Hazen Drive
Arlington, Texas 76006	Concord, NH 03301
469-867-2457	603-271-1037
Maria.cantu@perkinelmer.com	Courtney.keane@dhhs.nh.gov

9. Modify Contract PART 3 – Information Technology Exhibits, Exhibit C – Price and Payment Schedule, Section 1., Payment Schedule, Subsection 1.2., Activities/Deliverables/Milestones and Pricing Worksheet, by replacing it in its entirety with the following:

1.2. Activities/Deliverables/Milestones and Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	12/03/2020	$ 1,047.00
2	Project Status Reports	Written	Bi-weekly	$ 1,000.00
3	Work Plan	Written	12/08/2020	$ 1,500.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12/08/2020	$ 3,672.00

5	Security Plan	Written	12/08/2020	$ 2,000.00
6	Communications and Change Management Plan	Written	12/08/2020	$ 1,224.00
7	Requirements Trace ability Matrix	Written	12/15/2020	$ 3,840.00
8	Software Configuration Plan	Written	12/15/2020	$ 3,024.00
9	Systems Interface Plan and Design/Capability	Written	12/15/2020	$ 3,040.00
10	Testing Plan	Written	01/05/2021	$ 3,024.00
11	Data Conversion Plan and Design	Written	01/05/2021	$ 2,047.00
12	Deployment Plan	Written	01/19/2021	$ 2,047.00
13	Comprehensive Training Plan and Curriculum	Written	01/29/2021	$ 964.00
14	End User Support Plan	Written	02/05/2021	$ 1,500.00
15	Business Continuity Plan	Written	02/05/2021	$ 2,047.00
16	Documentation of Operational Procedures	Written	02/12/2021	$ 3,024.00
INSTALLATION				
17	Provide Software Licenses if needed	Written	04/29/2021	$ 22,000.00
18	Provide Fully Tested Data Conversion Software	Software	04/29/2021	$ 2,000.00
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	04/29/2021	$ 71,000.00
TESTING				
20	Conduct Integration Testing	Non-Software	03/23/2021	$ 2,200.00
21	Conduct User Acceptance Testing	Non-Software	04/13/2021	$ 1,020.00
22	Perform Production Tests	Non-Software	04/13/2021	$ 1,200.00
23	Test In-Bound and Out-Bound Interfaces	Software	04/13/2021	$ 1,056.00
24	Conduct System Performance (Load/Stress) Testing	Non-Software	03/30/2021	$ 800.00
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning	Non-Software	03/30/2021	$ 1,000.00
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software	04/29/2021	$ 1,024.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	04/29/2021	$ 1,000.00
28	Conduct Training	Non-Software	04/27/2021	$ 2,500.00
29	Cutover to New Software	Non-Software	04/29/2021	$ 200.00

30	Provide Documentation	Written	04/27/2021	$ 1,000.00
31	Execute Security Plan	Non-Software	04/29/2021	$ 1,000.00
OPERATIONS:				
32	Ongoing Hosting Support	Non-Software	*Ongoing*	*$ 206,934.00*
33	Ongoing Support & Maintenance	Software	*Ongoing*	*$ 324,614.00*
34	Conduct Project Exit Meeting	Non-Software	Ongoing	$ 0.00
	TOTAL COST			*$ 675,548.00*

10. Modify Contract PART 3 – Information Technology Exhibits, Exhibit C – Price and Payment Schedule, Section 1., Payment Schedule, Subsection 1.3., Vendor Staff Resource Hours, by replacing it in its entirety with the following:

1.3. Vendor Staff Resource Hours

Title	Name	Initiation	Implementation	Project Close Out
Project Manager	Don Shaheen	80 hours	80 hours	20 hours
Implementation Manager	Sean Romigh	4 hours	400 hours	20 hours
Product development lifecycle (developers, user acceptance tester, quality assurance specialist, business analyst)	See Appendix E; for list of Staff Proposed	25 hours	580 hours	20 hours
TOTALS	N/A	109 hours	1,060 hours	60 hours

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective November 30, 2022, 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

12/1/2022
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

OZ Systems USA, LLC

11/29/2022
Date

Yves Dubaquie
Name: Yves Dubaquie
Title: SVP Diagnostics

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

OFFICE OF THE ATTORNEY GENERAL

12/1/2022
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

OZ Systems USA, LLC
2201 East Lamar Blvd.
Suite 280
Arlington, TX 76006

August 25, 2021

State of New Hampshire
Department of Health and Human Services
29 Hazen Drive
Concord, NH 03301
Attn: Courtney Keane, Contract Manager
Courtney.Keane@dhhs.nh.gov

RE: Contract Agreement RFP-2019-051, dated effective as of November 13, 2020 (the "Agreement"), by and between the State of New Hampshire, acting through the Department of Health and Human Services, and OZ Systems USA, LLC (the "Company").

Dear Courtney:

I am writing to share exciting news with you. The parent company of Company, Optimization Zom Corporation ("OZ Corp."), which owns all of the ownership interests of the Company, intends to enter into a share purchase agreement with PerkinElmer Diagnostics Holdings, Inc. ("PerkinElmer") to sell all of the capital stock (the "Capital Stock") of OZ Corp. to PerkinElmer (the "Transaction"). The Company expects that the Transaction will close on August 31, 2021. This opportunity presented itself in short order and is requiring us to reach out to our contractual partners in a shorter than anticipated timeframe.

The Agreement will not be assigned to PerkinElmer by virtue of the Transaction, and the Company will continue as a Nevada limited liability company following the Transaction; however, the Transaction will result in a third party becoming an indirect owner of the Company. Accordingly, the Transaction will result in a Change in Control, as contemplated by the Agreement. The Company will continue to be the Contractor and service provider under the Agreement and, with PerkinElmer's indirect ownership, remains committed to fully complying with the terms and conditions of the Agreement.

PerkinElmer, which is publicly traded as PKI on the New York Stock Exchange, is one of the world's largest and most established producers of analytical instruments, genetic testing and diagnostic tools, medical imaging components, software, and instruments.

The acquisition of the Capital Stock by PerkinElmer in the Transaction requires various notices and consents under the Agreement. The Company would also like to obtain your agreement and acknowledgment that the Agreement is in full force and effect with no defaults.

Accordingly, please have an authorized representative countersign this letter below to acknowledge:

(a) your receipt of this letter and your department's consent to the Transaction (including PerkinElmer's acquisition of the Capital Stock),

(b) your department's agreement and confirmation that this letter constitutes adequate notice of the Transaction and that your department hereby waives the 15-day notice requirement for any assignment and any other notice provisions and requirements with respect to the Transaction under the Agreement (including with respect to a Change in Control).

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8872EE37-6A43-4884-849C-2B785E05474E

(c) your department's agreement and confirmation that (i) it hereby waives any rights to terminate or allege a breach of the Agreement by reason solely of the Transaction, (ii) the Agreement is in full force and effect and has not otherwise been assigned, amended, modified, restated, or supplemented, and (iii) to the best of your department's present knowledge without specific inquiry, the Company is not in default under the Agreement and no event has occurred that, with the giving of notice or the passage of time, would constitute a default under the Agreement.

This consent shall not be deemed to constitute consent to any subsequent change in control or assignment of the Agreement. In addition, the contemplated acquisition of the Capital Stock shall not become effective unless and until the closing of the Transaction.

Please send the countersigned letter to my attention by pdf (tfinitzo@oz-systems.com) and return the original to this office as soon as possible, but in any event prior to August 31, 2021. Please contact me at 214-616-4321, with any questions you may have.

Thank you for your help in this matter, and we look forward to continuing our professional relationship.

Very truly yours,

T Finitzo

Terese Finitzo, Ph.D. F-ASHA
Chief Executive Officer and Co-founder

ACKNOWLEDGED, AGREED TO AND CONSENTED TO:

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: Patricia Tilley
Name: Patricia Tilley
Title: Director

Date: August 30, 2021

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 66630F24-5ODE-4F73-B188-7FF8DD5AB49F

NOV05'21 AM11:13 RCVD

26 mac

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
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

October 22, 2021

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to amend an existing agreement with OZ Systems USA, LLC (VC #248266-B001), Arlington, TX, for the development, implementation and support of an integrated data management system for infant and newborn hearing screening programs, by increasing the price limitation by $97,000 from $242,450 to $339,450 with no change to the contract completion date of November 30, 2022, effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on December 2, 2020, Item #20.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-902010-52400000, DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; NEWBORN SCREENING REVOL FUND – 100% Other Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90080013	$54,833	$0	$54,833
2022	102-500731	Contracts for Prog Svc	90080013	$98,450	$0	$98,450
2023	102-500731	Contracts for Prog Svc	90080013	$39,167	$0	$39,167
			Subtotals	$192,450	$0	$192,450

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 68630F24-5DDE-4F73-B198-7FF6DD5AB49F

05-95-090-902010-33860000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; EARLY HEARING DET & INTERVIN – 100% Federal Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2021	102-500731	Contracts for Prog Svc	90004005	$50,000	$0	$50,000
2022	102-500731	Contracts for Prog Svc	90004005	$0	$40,000	$40,000
2023	102-500731	Contracts for Prog Svc	90004005	$0	$57,000	$57,000
			Subtotals	$50,000	*$97,000*	*$147,000*
			Totals	$242,450	$97,000	$339,450

EXPLANATION

The purpose of this request is to ensure ongoing hosting, and support and maintenance of the Integrated Data Management System. The System supports data collection for the newborn hearing screening program, critical congenital heart disease and birth conditions. The data, from the Data Management System, is used to monitor and report infant hearing screening results, Critical Congenital Heart Disease (CCHD) results and certain birth conditions of New Hampshire newborns. The Contractor will provide customized reports and interface modifications using information received from birthing hospitals and other providers including pediatricians, midwives and audiologists (hearing specialists). The customized reports are essential to the Department complying with New Hampshire Revised Statutes Annotated (RSA) 132:10a, and are imperative in providing timely follow-up and referrals to appropriate medical and/or service providers, as needed.

In addition, the Contractor will make system enhancements that fully support maternal and child health data collection in New Hampshire to meet the Department's needs. The Integrated Data Management System for Maternal Child Health Screening Programs is tailored to accept data entered by health care professionals including, but not limited to hospitals, midwives, audiologists and other maternal and child health care professionals.

Early treatment of these conditions, before the onset of symptoms, is more effective in improving newborn health outcomes than later treatment. The integrated data management system reports real time screenings, births and diagnostic follow-up information relative to maternal, newborn and child health to ensure timely access to needed services.

The Department continues to monitor contracted services by ensuring:

- On-time delivery of software installation;
- Timely roll-out schedule;
- System users demonstrate an eighty percent (80%) or higher system-proficiency level post system training;

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 66630F24-5DDE-4F73-B198-7FF6DD5AB49F

- The State has access to all documentation;
- Project meetings and communications allow for State input and updates to the plans;
- Status reports are provided and project milestones are communicated on status meeting agendas and via updates outlined in the original Contract;
- On-time delivery of custom report(s) requested by the State; and
- Issues involving access to or use of the System are addressed timely.

As referenced in Part 2 – Information Technology Provisions, Section 2. Contract Term, of the original agreement, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Should the Governor and Council not authorize this request, timely and appropriate follow-up to ensure infants receive necessary services may be delayed, as well as referrals to medical and/or service providers. In addition, the Department may not be in compliance with RSA 132:10a.

Area served: Statewide

Source of Funds: CFDA #93.314, FAIN NU50DD000091.

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

Respectfully submitted,

DocuSigned by:
Ann H. N. Landry
24BAB37ED0E0488...

Lori A. Shibinette
Commissioner

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

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

Denis Goulet
Commissioner

October 26, 2021

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with OZ Systems USA, LLC, as described below and referenced as DoIT No. 2019-051A.

The purpose of this request is to ensure ongoing hosting, and support and maintenance of the Integrated Data Management System for Maternal Child Health Screening Programs. The Contractor will provide customized reports and interface modifications using information received from hospitals and other stakeholders. The customized reports are essential for DHHS to comply with RSA 132:10a, and to provide early and timely follow-up and referrals to appropriate medical and service providers.

This amendment increases the price limitation by $97,000 from $242,450 to $339,450 with no change to the contract completion date of November 30, 2022, effective upon Governor and Council approval.

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

Sincerely,

Denis Goulet

DG/ik
DoIT #2019-051A

cc: Michael Williams, IT Manager, DoIT

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

This Amendment to the Integrated Data Management System for Maternal and Child Health Screening Programs contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and OZ Systems USA, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 2, 2020, (Item 20), 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, the parties agree to increase the price limitation to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $339,450.

2. Modify Contract PART 3 – Information Technology Exhibits, EXHIBIT C – PRICE AND PAYMENT SCHEDULE, Section 1, Payment Schedule, Subsection 1.2, Activities/Deliverables/Milestones and Pricing Worksheet, by replacing it in its entirety with the following:

   1.2. Activities/Deliverables/Milestones and Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	12/03/2020	$ 1,047.00
2	Project Status Reports	Written	Biweekly	$ 1,000.00
3	Work Plan	Written	12/08/2020	$ 1,500.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12/08/2020	$ 3,672.00
5	Security Plan	Written	12/08/2020	$ 2,000.00
6	Communications and Change Management Plan	Written	12/08/2020	$ 1,224.00
7	Requirements Trace ability Matrix	Written	12/15/2020	$ 3,840.00
8	Software Configuration Plan	Written	12/15/2020	$ 3,024.00
9	Systems Interface Plan and Design/Capability	Written	12/15/2020	$ 3,040.00
10	Testing Plan	Written	01/05/2021	$ 3,024.00
11	Data Conversion Plan and Design	Written	01/05/2021	$ 2,047.00
12	Deployment Plan	Written	01/19/2021	$ 2,047.00
13	Comprehensive Training Plan and Curriculum	Written	01/29/2021	$ 964.00
14	End User Support Plan	Written	02/05/2021	$ 1,500.00

15	Business Continuity Plan	Written	02/05/2021	$ 2,047.00
16	Documentation of Operational Procedures	Written	02/12/2021	$ 3,024.00
INSTALLATION				
17	Provide Software Licenses if needed	Written	04/29/2021	$ 22,000.00
18	Provide Fully Tested Data Conversion Software	Software	04/29/2021	$ 2,000.00
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	04/29/2021	$ 71,000.00
TESTING				
20	Conduct Integration Testing	Non-Software	03/23/2021	$ 2,200.00
21	Conduct User Acceptance Testing	Non-Software	04/13/2021	$ 1,020.00
22	Perform Production Tests	Non-Software	04/13/2021	$ 1,200.00
23	Test In-Bound and Out-Bound Interfaces	Software	04/13/2021	$ 1,056.00
24	Conduct System Performance (Load/Stress) Testing	Non-Software	03/30/2021	$ 800.00
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	03/30/2021	$ 1,000.00
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software	04/29/2021	$ 1,024.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	04/29/2021	$ 1,000.00
28	Conduct Training	Non-Software	04/27/2021	$ 2,500.00
29	Cutover to New Software	Non-Software	04/29/2021	$ 200.00
30	Provide Documentation	Written	04/27/2021	$ 1,000.00
31	Execute Security Plan	Non-Software	04/29/2021	$ 1,000.00
OPERATIONS				
32	Ongoing Hosting Support	Non-Software	*Ongoing*	$ *25,020.00*
33	Ongoing Support & Maintenance	Software	*Ongoing*	$ *170,430.00*
34	Conduct Project Exit Meeting	Non-Software	TBD	$ 0.00
	TOTAL COST			$ *339,450.00*

Contractor Initials TF

Date 10/25/2021

3. Modify Contract PART 3 – Information Technology Exhibits, EXHIBIT C – PRICE AND PAYMENT SCHEDULE, Section 1, Payment Schedule, Subsection 1.5, Service Pricing Worksheet, by replacing it in its entirety with the following:

   1.5. The Services Pricing Worksheet reflects payment for maintenance support and upgrades for the initial two (2) year contract period as well as payments for the optional three (3) years of contract renewal. Pricing reflects the most optimistic Implementation date. Actual payments may differ from the estimate if the project start date is delayed or if Implementation takes longer as this will cause a shorter maintenance period.

Table 1.5.1. Services Pricing Worksheet

Software Name	Maintenance Support and Upgrades				
	Contract Year 1 12/1/20 – 11/30/21 *(costs included in 1.2 above)*	Contract Year 2 12/1/21 – 11/30/22 *(costs included in 1.2 above)*	Renewal Option Year 1	Renewal Option Year 2	Renewal Option Year 3
OZ eScreener Plus™ (eSP™) management information system annual licenses for EHDI, Critical Congenital Heart Disease (CCHD), Newborn Bloodspot Screening (NBS) and Birth Conditions with access for unlimited users at DHHS, birthing hospitals, outpatient clinics, and audiology centers as specified by DHHS. Includes vital records matching.	$55,000	$57,750	$60,638	$60,638	$60,638
OZ Newborn Admission Notification Information™ (NANI™) for automated demographic data from birthing hospital Electronic Health Records (EHRs) to OZ eSP™ management information system.	$25,000	$5,150	$5,250	$5,113	$5,788
Telepathy EHDI™ for direct results from hearing screening equipment with license keys for birthing hospitals in NH	$15,000	$3,000	$3,150	$3,308	$3,473
Telepathy CCHD™ for direct results streaming from oximeter screening equipment with license keys for birthing hospitals in NH to OZ eSP™ management information system	$15,000	$3,000	$3,150	$3,308	$3,473
OZ Advanced Reporting Tool license, includes Enterprise Data Warehouse (EDW) connection and link to eSP™	$8,000	$8,400	$8,820	$9,261	$9,724

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

Help Desk support, implementation, and project management support. Cost for resources to monitor, implement and support.	$40,000	$110,300	$28,665	$30,098	$31,603

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

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

10/25/2021
Date

DocuSigned by:
Patricia M. Tilley
Name: Patricia M. Tilley
Title: Director

OZ Systems USA, LLC

10/25/2021
Date

DocuSigned by:
Terese Finitzo
Name: Terese Finitzo
Title: CEO

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

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

OFFICE OF THE ATTORNEY GENERAL

10/26/2021
Date

Docu Signed by:
J. Christopher Marshall
Name: J. Christopher Marshall
Title: Assistant Attorney General

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:

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8D8C83E7B7DF

NOV18'20 AM10:06 RCVD 20 mar

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
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

November 16, 2020

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 O2 Systems USA, LLC (VC 248266-B001), Arlington, TX, in the amount of $242,450 to develop, implement and support an integrated data management system for Maternal and Child Health screening programs, with the option to renew for up to three (3) additional years, effective upon Governor and Council approval through November 30, 2022. 21% Federal Funds, 79% Other Funds (Newborn Screening Revolving Fund).

Funds are available in the following accounts for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Years 2022 and 2023, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-902010-52400000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; NEWBORN SCREENING REVOL FUND

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90080013	$54,833
2022	102-500731	Contracts for Prog Svc	90080013	$98,450
2023	102-500731	Contracts for Prog Svc	90080013	$39,167
			Subtotal	*$192,450*

05-95-090-902010-33860000 DEPARTMENT OF HEALTH AND HUMAN SERVICES; HHS PUBLIC HEALTH DIV; EARLY HEARING DET & INTERVIN

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2021	102-500731	Contracts for Prog Svc	90004005	$50,000
			Subtotal	*$50,000*
			Total	$242,450

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

EXPLANATION

The purpose of this request is for OZ Systems USA, LLC to develop and implement a scalable, secure web based health data management solution for reporting newborn screening results, Critical Congenital Heart Disease (CCHD) results and birth conditions of New Hampshire newborns, with the flexibility to modify the system as necessary, as well as provide ongoing system support. The integrated data management system will interface with other state data systems, special screening devices, electronic medical records (EMR), and screening laboratories using established health data exchange standards.

The software application will enable the Newborn Screening Program (NBS), Early Hearing Detection and Intervention Program (EHDI), Birth Conditions Program (BCP) and their partners to maintain continuous, real time input of newborn screening results and diagnostic data. The software will also allow the Department to identify infants who have a hearing loss, birth defect/s or a newborn screening disorder. Early identification of hearing loss, birth defect(s) or a newborn screening disorder will lead to timely and appropriate follow-up and referral to early intervention or special medical services. In addition, the Department will have the ability to report aggregated outcomes to the Centers for Disease Control and Prevention and stakeholders when indicated.

The integrated data management system will track and manage maternal, newborn, and child health screening data and report real time screenings, births and diagnostic follow up information relative to maternal, newborn, and child health. Additionally, the Vendor will provide ongoing hosting and technical support services.

The Department will monitor contracted services by ensuring:

- On-time delivery of software installation;
- Timely roll-out schedule;
- System users demonstrate an eighty percent (80%) or higher system-proficiency level post system training.
- The State can access all documentation;
- Project meetings and communications allow for State input and updates to the plans;
- Status reports are provided and project milestones are communicated on status meeting agendas and via updates outlined in the Contract;
- On-time delivery of custom report(s) requested by the State; and
- Issues involving access to or use of the System are addressed timely.

The Department selected the Vendor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from 9/27/2019 through 11/25/2019. The Department received six (6) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Part 2 – Information Technology Provisions, Section 2. Contract Term, of the attached contract, the parties have the option to extend the agreement for up to three (3) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

Should the Governor and Council not authorize this request, a replacement data system would need to be procured or developed in order for the Early Hearing Detection and Intervention Program, Birth Conditions Program and Newborn Screening Program to properly identify and track infants with hearing loss, newborn screening disorders and birth defects in New Hampshire. In addition, the Department would not be in compliance with federal and state legislation for screening and follow-up for these programs.

Area served: Statewide

Source of Funds: CFDA #93.314, FAIN #.NUR3DD000068 and Other Funds (Newborn Screening Revolving Funds).

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

Respectfully submitted,

Lori A. Shibinette
Commissioner

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21000DAD-DB09-4ACB-AFBA-F8BD5C613E65

New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

Integrated Data Management System for Maternal and Child Health Screening Programs

RFP Name

RFP 2019-051/RFP-2019-DPHS-11-INTEG

RFP Number

Bidder Name	Maximum Points	Actual Points
1. OZ Systems	1035	944
2. Visual Vault	1035	785
3. Strategic Solutions Group, LLC	1035	643
4. Abacus Service Corporation	1035	672
5. RAM Software Solutions, Inc.	1035	582
6. Genesis Systems, Inc.	1035	601

Reviewer Names

1. Coutney Keane, Program Manager
2. Suzanne Beauregard, Nurse Coordinator
3. Ellen Chase-Lucard, Administrator
4. David Laflamme, Epidemiologist
5. Gerry Bardsley, Business Systems Analyst
6. Amy Bergquist, Administrator
7. Sandra Paul, Business Systems Analyst II

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A87-ADD1-8DBC83E7B7DF

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

Denis Goulet
Commissioner

November 17, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with OZ Systems USA, LLC. as described below and referenced as DoIT No. 2019-051.

> This is a request to enter into an agreement to provide the support, maintenance, and hosting of an Integrated System for Maternal and Child Health Screening. This system will be used for reporting hearing screening results, critical congenital heart disease (CCHD) results, and birth conditions of New Hampshire newborns. A requirement of the database system is to have the capability to interface with other data base systems (vital records/lab). The benefits of having an integrated data management system will be improvement of surveillance, reporting, and referral to early intervention services.
>
> The amount of the contract is not to exceed $242,450.00, and shall become upon the date of Governor and Executive Council approval through November 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2019-051

cc: Michael Williams, IT Manager, DoIT

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D509-4AC8-AFBA-F88D5C813E85

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 Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name OZ Systems USA, LLC		1.4 Contractor Address 2201 East Lamar Blvd, Suite 280 Arlington, TX 76006	
1.5 Contractor Phone Number 214-616-4321	1.6 Account Number 05-95-90-902010-52400000 05-95-90-902010-33860000	1.7 Completion Date November 30, 2022	1.8 Price Limitation $242,430
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature DocuSigned by: Terese Finitzo Date: 11/13/2020		1.12 Name and Title of Contractor Signatory Terese Finitzo CEO	
1.13 State Agency Signature DocuSigned by: Lisa M. Morris Date: 11/13/2020		1.14 Name and Title of State Agency Signatory Lisa M. Morris Director, Division of Public Health Srvcs.	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16. Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by:		On: 11/16/2020	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: TF

Date: 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384B85C-67CA-4A82-ADD1-8DBC83E787DF

DocuSign Envelope ID: 21B080A0-D809-4ACB-AFBA-F8B05C813E85

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 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.

Contractor Initials TF

Date 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8B05C613E65

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.

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 omissions of the

Contractor Initials TF

Date 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F68D5C813E85

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 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.

Contractor Initials TF

Date 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4684-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C013E85

STATE OF NEW HAMPSHIRE

New Hampshire Department of Health and Human Services

Integrated Data Management System for Maternal and Child Health Screening Programs

DHHS – 2019-051

PART 2

INFORMATION TECHNOLOGY PROVISIONS

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC0-AFBA-F88D5C813E65

TABLE OF CONTENTS

TERMS AND DEFINITIONS 5
INTRODUCTION 17
1. CONTRACT DOCUMENTS 17
2. CONTRACT TERM 18
3. COMPENSATION 19
3.1. Contract Price 19
3.2. Non-Exclusive Contract 19
4. CONTRACT MANAGEMENT 19
4.1. Contractor's Contract Manager 20
4.2. Contractor's Project Manager 20
4.3. Contractor's Key Project Staff 21
4.4. State Contract Manager 22
4.5. State Project Manager 22
4.6. Reference and Background Checks 23
5. DELIVERABLES 23
5.1. The Contractor's Responsibilities 23
5.2. Deliverables and Services 23
5.3. Non-Software and Written Deliverables Review and Acceptance 24
5.4. Software Review and Acceptance 24
6. SOFTWARE 24
7. SERVICES 24
7.1. Administrative Services 24
7.2. Implementation Services 24
7.3. Testing Services 24
7.4. Maintenance and Support Services 25
7.5. Warranty Services 25
7.6. Training Services 25
8. WORK PLAN DELIVERABLES 25
9. CHANGE ORDERS 26
10. INTELLECTUAL PROPERTY 26
10.1. Software Title 26

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8C8C83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8BD5C813E83

10.2. State's Data and Property 27
10.3. Data Migration Services 27
10.4. Completion of Services 28
10.5. Disagreement over Service's Results 28
10.6. Contractor's Materials 28
10.7. State Website Copyright 29
10.8. Custom Software Source Code 29
10.9. Survival 29
11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY 29
11.1. Use of State's Information 29
11.2. State Confidential Information 29
11.3. Contractor Confidential Information 30
11.4. Survival 31
12. LIMITIATION OF LIABILITY 31
12.1. State 31
12.2. States Immunity 31
12.3. Survival 31
13. TERMINATION 31
13.1. Termination for Default 31
13.2. Termination for Convenience 32
13.3. Termination for Conflict of Interest 33
13.4. Termination Procedure 33
13.5. Survival 35
14. CHANGE OF OWNERSHIP 35
15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS 35
16. DISPUTE RESOLUTION 36
17. DOIT GENERAL TERMS AND CONDITIONS 37
17.1. Computer Use 37
17.2. Email Use 37
17.3. Internet/Intranet Use 38
17.4. Regulatory Government Approvals 38
18. GENERAL CONTRACT REQUIREMENTS 38
18.1. Insurance certificate 38

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: 6672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F6BD5CB13E65

18.2. Exhibits 38
18.3. Venue and Jurisdiction 38
18.4. Survival 38
18.5. Force Majeure 38
18.6. Notices 39
19. DATA PROTECTION 40
19.1. DHHS Information Security Requirements 40
19.2. Access to Security Logs and Reports 40
19.3. Contract Audit 40
19.4. Data Center Audit 40
19.5. Advance Notice 40
19.6. Security 41
19.7. Non-Disclosure and Separation of Duties 41
19.8. Import and Export of Data 41
19.9. Responsivities and Uptime Guarantee 41
19.10. Right to Remove Individuals 41

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADO1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

TERMS AND DEFINITIONS

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

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Agreement	A Contract duly executed and legally binding.
Attachment	Supplementary material that is collected and appended at the back of a document.
Authorized Users	The Vendor's employees, Contractors, Subcontractors or other agents who need to access the State's Personal Data to enable the Contractor to perform the Services required.
Breach, Breach of Security or Data Breach	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity. "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. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
Business Hours	The Vendor's personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m. ET, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A92-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F8B05C813E65

Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Request/Order or CR	Formal documentation prepared for a proposed changed within the specifications or scope of work requested and approved by both parties that becomes effective only when signed by an authorized representative of both parties.
Completion Date	End date for the Contract. (See Contract Agreement, P-37 General Provisions, Block 1.7)
Computer Security Incident	"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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F88D5C813E85

Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract. "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, 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 any state agency 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 Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3. The Documentation consisting of the P-37, IT General Provisions, IT Provisions, and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract. (See Part 2, IT Provisions – Section 1.1)

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F8BD5C813E65

Contract Manager(s)	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions – Section 1.8: Price Limitation.
Contractor/Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Contractor to the State or under the terms of a Contract requirement.
Department	An agency of the State of New Hampshire.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA chapter 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation and use of the Software, including any training or network implementation descriptions and materials, either in printed or electronic format.
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-D809-4ACB-AFBA-F8BD5C813E85

Encryption	The process of converting data to an unrecognizable or "encrypted" form. It is commonly used to protect sensitive information so that only authorized parties can view it. This includes files and storage devices, as well as data transferred over wireless networks and the Internet.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of Enhancements.
Event of Default	Any one or more of the following acts or omissions of a Vendor shall constitute an Event of Default hereunder ("Event of Default"): a. failure to perform the Services satisfactorily or on Schedule; b. failure to submit any report required; and/or c. failure to perform any other covenant, term or condition of the Contract.
Governor and the Executive Council	The New Hampshire Governor and the Executive Council.
Hosting Services	The installation and management of specified software applications by an Application Service Provider in a shared environment on behalf of the State and exclusively for the benefit of permitted users of the Software.
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.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes, without limitation, training, business and technical procedures.
Intent to Negotiate	The purpose of the letter of intent is to ensure there is a "meeting of the minds" on price and key terms before the parties expend significant resources and legal fees in pursuing a procurement.
Invoking Party	In a dispute, the party believing itself aggrieved.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-O4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B080A0-DBD9-4ACB-AFBA-F8B05C813E65

Key Project Staff	Personnel identified by the State and by the Vendor as essential to work on the Project.
License	Rights to use the proprietary Software, Software Updates, online and/or hard-copy documentation and user guides.
Licensee	The State of New Hampshire
National Institute of Standards and Technology (NIST)	A unit of the U.S. Commerce Department. Formerly known as the National Bureau of Standards, NIST promotes and maintains measurement standards. It also has active programs for encouraging and assisting industry and science to develop and use these standards.
Non-Exclusive Contract	A Contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, Services, other.
Not to Exceed (NTE)	The commitment by the vendor that the value of an interim estimate (plus contingency allowances) will not exceed the amount of the firm proposal and estimates to be submitted at a later date. A NTE value, however, downward depending on the changes in the scope of work or in the associated specifications.
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.
Parties	The Contractor and the State of New Hampshire collectively.
Personal Data	"Personally Identifiable Information" (or "PII") 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 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.
Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Project Holdback	Portion of payment to a contractor withheld by the State of New Hampshire until a deliverable finished to the agencies satisfaction.
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful project.
Project Manager(s)	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Staff	State personnel assigned to work with the Vendor on the Project.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 218060A0-DB09-4ACB-AFBA-F8BD5C813E65

Project Team	The group of State employees and Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required Specifications and quality.
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work.
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Services	The work or labor to be performed by the Vendor on the Project as described in the Contract.
Software	All Custom, SAAS and COTS Software provided by the Vendor under the Contract.
Software Deliverables	All Custom, SAAS and COTS Software and Enhancements.
Software License	Licenses provided by the Contractor to the State under this Contract.
Software License Agreement	Software License terms and conditions.
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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-A0D1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F6BD5C813E65

Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the Vendor.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State Data	All Data created, received from or gathered by the Contractor or Subcontractor on behalf of the State 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 subcontractor's hardware, a hosted cloud solution 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 extends from July 1st through June 30th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA chapter 91-A: Access to Governmental Records and Meetings.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-D609-4ACB-AFBA-F8B05C813E65

State's Project Manager (PM)	State's representative with regard to Project Management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
System Maintenance	The various forms of computer or server maintenance required to keep a computer system running properly.
Technical Authorization	Direction to a Vendor which fills in details, clarifies, interprets, or specifies technical requirements.
Term	Period of the Contract from the Effective Date through Contract Conclusion or termination.
Transition Services	Services and support provided when the Vendor is supporting system changes.
Vendor/Contracted Vendor	The Vendor whose Proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.

Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the producer or vendor will repair, replace, or other compensate for, the defective item without cost to the buyer or user. It also delineates the rights and obligations of both parties in case of a claim or dispute.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Release	Code release that are done during the Warranty Period.
Warranty Services	The Services to be provided by the Contractor during the Warranty Period.
Work For Hire	Work created or prepared by contracted personnel within the scope of their employment, or a work specially ordered or commissioned for use as a contribution to a collective work. Such work is considered the sole property of the State.
Work Hours	Vendor personnel shall work normal business hours between 8:00 a.m. and 5:00 p.m., eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C: System Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software Written Deliverable documentation (letter, report, manual, book, other) provided by the Contracted Vendor either in paper or electronic format.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AF8A-F8BD5C813E85

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services ("State"), and OZ Systems USA, LLC, a Foreign For-Profit Corporation, ("Contractor"), having its principal place of business at 2201 East Lamar Blvd, Suite 280, Arlington, TX 76006.

The Contractor shall provide a Software as a Service (SaaS) system and associated services for the implementation of a scalable, integrated data management system for reporting real time results for hearing screenings, Newborn Screenings and birth conditions of New Hampshire newborns.

The Contractor shall use a phased approach or module implementation of Newborn Screening (NBS), Early Hearing Detection and Intervention (EHDI) and Birth Conditions (BC) Programs. The administrative responsibility of the contractor includes analysis, design, development, implementation, application hosting services, ongoing maintenance and support services, training and software customization services without utilizing state resources.

RECITALS

Whereas the State desires the Contractor develop and implement a scalable, integrated data management system for reporting real time results for hearing screenings, Newborn screenings, Critical Congenital Heart Disease (CCHD) screenings and birth conditions of New Hampshire newborns and associated support services for the State;

Whereas the Contractor agrees to develop and implement a scalable, integrated data management system for reporting real time results for hearing screenings, Newborn Screenings and birth conditions of New Hampshire newborns and associated support services for the State;

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1. This Contract Agreement RFP 2019-051 is comprised of the following documents:

Part 1 – Form P-37 General Provision

Part 2 – Information Technology Provisions

Part 3 – Exhibits

Exhibit A – Special Provisions

Exhibit B – Scope of Services

Exhibit C – Price and Payment Schedule

Exhibit D – Administrative Services

Exhibit E – Implementation Services

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E787DF

Exhibit F – Testing Services

Exhibit G – Maintenance and Support Services

Exhibit H – Requirements

Exhibit I – Work Plan

Exhibit J – Software Agreement

Exhibit K – Warranty and Warranty Services.

Exhibit L – Training Services.

Exhibit M – Agency RFP with Addendums, by reference

Exhibit N – Vendor Proposal, by reference

Exhibit O – Certificates and Attachments

Exhibit P – DHHS Information Security Requirements

1.2. Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

1.2.1. State of New Hampshire, Department of Health and Human Services Contract Agreement 2019-051, including Parts 1, 2, and 3.

1.2.2. State of New Hampshire, Department of Health and Human Services RFP-2019-051, Integrated Data Management System for Maternal and Child Health Screening Programs.

1.2.3. Vendor Proposal Response to New Hampshire Department of Health and Human Services RFP 2019-051 Integrated Data Management System for Maternal and Child Health Screening Programs.

2. CONTRACT TERM

2.1. The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

2.2. The Contract shall begin on the Effective Date and extend through the date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Term may be extended up to Three (3) Years, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended term, up to but not beyond November 30, 2025 under the same terms and conditions, subject to approval of the Governor and Executive Council.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B48B5C-67CA-4A62-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8B05C813E65

2.3. The Contractor shall commence work upon issuance of a Notice to Proceed by the State.

2.4. The State does not require the Contractor to commence work prior to the Effective Date; however, if the Contractor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the Contractor. In the event that the Contract does not become effective, the State shall be under no obligation to pay the Contractor for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

2.5. Time is of the essence in the performance of the Contractor's obligation under the Contract.

3. COMPENSATION

3.1. Contract Price

The Contract Price is identified in, Part 1, P-37 General Provisions - Block 1.8: Price Limitation. Method of Payment and terms of payment are identified and more particularly described in Part 1, P-37 – Paragraph 5: Contract Price/Price Limitation/Payment, and Part 3 – Exhibit C: Price and Payment Schedule.

3.2. 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 procurement or make an award by item, part or portion of an item, group of items, or total Proposal. The Contractor shall not be responsible for any delay, act, or omission of such other Contractors, except that the Contractor shall be responsible for any delay, act, or omission of the other Vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both the Contractor and State personnel. The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6D8C83E7B70F

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F68D5C613E85

4.1. Contractor's Contract Manager

The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:

Francoise Mattice
OZ Systems USA, LLC
2201 East Lamar Blvd, Suite 280
Arlington, Texas 76006
469-503-0506
fmattice@ozsystems.com

4.2. Contractor's Project Manager

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

4.2.2. The Contractor's 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 the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including but not limited to, those set forth in Exhibit I Work Plan, Section 2. Contractor Roles and Responsibilities. The Contractor's Project Manager must be available to promptly respond during normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/her best efforts on the Project.

4.2.3. The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Part 2 – Information Technology Provisions, Section 4.2: Contractor's Project Manager, and in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-87CA-4A82-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 218080A0-D809-4ACB-AFBA-F8B05C813E65

(10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

4.2.4. Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare the Contractor in default and pursue its remedies at law and in equity, if the Contractor fails to assign a the Contractor Project Manager meeting the requirements and terms of the Contract.

4.2.5. Contractor Project Manager is:

LaTrina Gray
OZ Systems USA, LLC
2201 East Lamar Blvd, Suite 280
Arlington, Texas 76006
469-503-0506
lgray@ozsystems.com

4.3. Contractor's Key Project Staff

4.3.1. The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in the RFP and further defined in this Contract, Exhibit H, Attachment 1. Business System and Technical Requirements Vendor Response Checklist. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Part 2 – Information Technology Provisions, Section 4.6 Background Checks.

4.3.2. The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: System Requirements and Deliverables and be subject to reference and background checks described in Part 2 – Information Technology Provisions, Section 4.6: Reference and Background Checks.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8D8C63E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4ACB-AF8A-F8BD5C613E65

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

4.3.3.1. The Contractor Key Project Staff shall consist of the following individuals in the roles identified below:

Erin Stelmach, Operations Manager

Grace Chan, System Administrator

4.4. 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:

Rhonda Siegel, Administrator
29 Hazen Drive
Concord, NH 03301
603-271-4516
Rhonda.siegel@dhhs.nh.gov

4.5. State Project Manager

4.5.1. The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

4.5.1.1 Leading the Project;

4.5.1.2. Engaging and managing all Contractors;

4.5.1.3. Managing significant issues and risks;

4.5.1.4. Reviewing and accepting Contract Deliverables;

4.5.1.5. Invoice sign-offs;

4.5.1.6. Review and approval of Change Request; and

4.5.1.7. Managing stakeholders' concerns.

4.5.2. The State Project Manager is:

Courtney Keane, Newborn Screening Program Manager
29 Hazen Drive
Concord, NH 03301
603-271-1037
Courtney.keane@dhhs.nh.gov

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F88D5CB13E85

4.6. Reference and Background Checks

4.6.1. The Contractor shall conduct criminal background checks at its own expense and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be permitted to handle, access, view, store or discuss NH Department of Health and Human Services (DHHS) Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract.

4.6.2. The Contractor shall initiate a criminal background check re-investigation of all workforce assigned to this Contract every five years. The five-year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

5. DELIVERABLES

5.1. The Contractor's Responsibilities

5.1.1. The Contractor shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

5.1.2. The Contractor may subcontract Services subject to the provisions of the Contract, including but not limited to, the terms and conditions in the Contract Agreement. The Contractor must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State will consider the Contractor to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

5.2. Deliverables and Services

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Part 3 – Exhibit B: Scope of Services. Upon its submission of a Deliverable or Service, the Contractor represents that it has performed its obligations under the Contract associated with the Deliverable or Services.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7870F

DocuSign Envelope ID: 21B000A0-D809-4ACB-AFBA-F88D5C813E65

5.3. Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Part 3 – Exhibit B: Scope of Services. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. 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 or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, 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 pursue its remedies at law and in equity.

5.4. Software Review and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Part 3 – Exhibit F: Testing Services.

6. SOFTWARE

The Contractor shall provide the State with access to the Software Licenses and Documentation set forth in the Contract, and particularly described in Part 3 – Exhibit J: Software Agreement.

7. SERVICES

The Contractor shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1. Administrative Services

The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Part 3 – Exhibit D: Administrative Services.

7.2. Implementation Services

The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Part 3 – Exhibit E: Implementation Services.

7.3. Testing Services

The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Part 3 – Exhibit F: Testing Services.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B080A0-DB09-4AC8-AFBA-F8BD5C813E85

7.4. **Maintenance and Support Services**

The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Part 3 – Exhibit G: System Maintenance and Support.

7.5. **Warranty Services**

The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Part 3 – Exhibit K: Warranty & Warranty Services.

7.6. **Training Services**

The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Part 3 – Exhibit L: Training Services.

8. **WORK PLAN DELIVERABLES**

8.1. The Contractor shall provide the State with a Preliminary Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

8.2. The Preliminary Work Plan shall be a separate Deliverable and is set forth in Part 3 – Exhibit I: Work Plan; Section 6. Preliminary Work Plan. The Contractor shall update the Work Plan as necessary, no less than every two weeks, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to incorporation into Part 3 – Exhibit I: Work Plan. The updated Part 3 – Exhibit I: Work Plan, as approved by the State, is incorporated herein by reference.

8.3. Unless otherwise agreed in writing by the State, changes to Part 3 – Exhibit I: Work Plan; Attachment 2. Work Plan, shall not relieve the Contractor from liability to the State for damages resulting from the Contractor's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

8.4. In the event of any delay in the Schedule, the Contractor must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of the Contractor or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

8.5. In the event additional time is required by the Contractor to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from the Contractor's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C613E85

8.6. Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with the Vendor's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

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

9.2. The Contractor may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to the Contractor's requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must 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.

9.3. All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

10.1. Software Title

10.1.1. Upon successful completion and/or termination of the Implementation of the Project, the Contractor shall own and hold all, title, and rights in any Software modifications developed in connection with performance of obligations under the Contract, or modifications to the Contractor provided Software, and their associated Documentation including any and all performance enhancing operational plans and the Contractors' special utilities. The Contractor shall license back to the State the right to produce, publish, or otherwise use such software, source code, object code, modifications, reports, and Documentation developed under the Contract.

10.1.2. In no event shall the Vendor be precluded from developing for itself, or for others, materials that are competitive with, or similar to, Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, the Vendor shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC0-AFBA-F6BD5C813E83

10.2. State's Data and Property

All rights, title and interest in State Data shall remain with the State. 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. The Contractor shall not access State user accounts or State data, except:

10.2.1. In the course of Data center operations;

10.2.2. In response to service or technical issues;

10.2.3. As required by the express terms of this Contract; or

10.2.4. At the State's written request.

10.3. Data Migration Services

Upon termination, cancellation, expiration or other conclusion of the Contract; the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to NH DHHS and, if applicable, the vendor engaged by NH DHHS to assume the Services previously performed by the Contractor (for this section known as "Recipient").

10.3.1. The Contractor shall use reasonable efforts to assist Recipient, in connection with the transition from the performance of Services by the Contractor and its Affiliates to the performance of such Services, which may include assistance with the transfer of records, migration of historical data, 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 Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with such transition ("Migration Services"), taking into account the need to minimize the cost of such migration and the disruption to the ongoing business activities of the Parties hereto and their Affiliates.

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

10.3.3. The internal planning of the Migration Services by the Contractor and its Affiliates and Migration Services shall be provided to Recipient as set forth in Section 3 of this Contract. Any such Migration Services shall be deemed to be Services for purposes of this Contract.

10.3.4. Should the data migration extend beyond the end of the Contract, the Contractor and its affiliates agree Contract Security Requirements, and if applicable, NH

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8B05C813E85

DHSS Business Associates Agreement terms and conditions remain in effect until the Data Migration is accepted as complete by NH DHHS.

10.3.5. In the event where the Contractor has comingled Confidential Data and the destruction or migration is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

10.4. Completion of Services

10.4.1. Each service or migration phase shall be deemed completed (and the migration process finalized) at the end of the 10th day after the product, resulting from the Service, is delivered to the recipient in accordance with the mutually agreed upon migration plan, unless within said 10-day term the Contractor notifies NH DHHS of an issue requiring additional time to complete said product.

10.5. Disagreement over Service's Results

10.5.1. In the event NH DHHS is not satisfied with the results of the Service, NH DHHS shall notify the Contractor, by email, stating the reason for the lack of satisfaction within 10 business days of the final product or at any time during the data migration 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 NH DHHS shall be entitled to initiate actions in accordance with Part 3, Section 1.8 Breach of Data.

10.6. Contractor's Materials

10.6.1 Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

10.6.2 Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical,

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 218060A0-DB09-4ACB-AFBA-F8B05C813E65

welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.7. State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site <NH.GOV, etc.>, 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.

10.8. Custom Software Source Code

In the event that the State purchases Software development Service, which results in Custom Software, the Contractor shall provide the State with a copy of the source code for the Custom Software, which shall be subject to the License rights. The State shall receive a worldwide, perpetual, irrevocable, and non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed Software. This section does not apply to the Contractor's proprietary Software code.

10.9. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 10. Intellectual Property shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION AND CONFIDENTIALITY

11.1. Use of State's Information

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract.

11.2. State Confidential Information

11.2.1. The Contractor shall maintain the Confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4ACB-AFBA-F8BD5CB13E65

Contractor in connection with its performance under the Contract, regardless of its form.

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

11.2.2.1 Shall have otherwise become publicly available other than as a result of disclosure by the receiving party in Breach hereof;

11.2.2.2 Was disclosed to the receiving party on a non-Confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party;

11.2.2.3 Is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or

11.2.2.4 Is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

11.2.3. Any disclosure of the State Confidential Information shall require the prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

11.2.4. In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the Confidentiality of its Confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be Confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The 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: Access to Government Records and Meetings. The State shall maintain the Confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A: Access to Government Records and Meetings. In the event the State receives a request for the information identified by the Contractor as Confidential, the State shall notify the Contractor and specify the date the State will be releasing the

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B050A0-0809-4ACB-AFBA-F8BD5C813E85

requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the 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 the Contractor, without any liability to the Contractor.

11.4. Survival

This Contract Agreement – Part 2 – Information Technology Provisions, Section 11. Use of State's Information and Confidentiality shall survive termination or conclusion of the Contract.

12. LIMITIATION OF LIABILITY

12.1. 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. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – Part 1, P-37 General Provisions - Block 1.8: *Price Limitation*.

12.2. States Immunity

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 shall survive termination or Contract Conclusion.

12.3. Survival

This Contract Agreement Part 2 – Information Technology Provisions, Section 12. Limitation of Liability shall survive termination or Contract Conclusion.

13. TERMINATION

13.1. Termination for Default

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B05C-67CA-4A82-ADD1-8D8C83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4AC8-AFBA-F8BD5C813E65

13.1.1. Failure to perform the Services satisfactorily or on Schedule;

13.1.2. Failure to submit any report required; and/or

13.1.3. Failure to perform any other covenant, term or condition of the Contract. .

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

a. Unless otherwise provided in the Contract, the State shall provide the Contractor written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If the Contractor fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving the Contractor notice of termination, at its sole discretion, treat the Contract as Breached and pursue its remedies at law or in equity or both.

b. Give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under the Contract 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.

c. 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.

d. Treat the Contract as Breached and pursue any of its remedies at law or in equity, or both.

e. Procure Services that are the subject of the Contract from another source and the 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.

13.1.5. The Contractor shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

13.2. Termination for Convenience

13.2.1. The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B572251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4ACB-AFBA-F8BD5C813E85

upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Part 3 – Exhibit C: Price and Payment Schedule, of the Contract.

13.2.2. During the thirty (30) day period, the Contractor shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3. Termination for Conflict of Interest

13.3.1. The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

13.3.1.1. In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other Contracted payments that would have become due and payable if the Contractor did not know, or reasonably did not know, of the conflict of interest.

13.3.2. In the event the Contract is terminated as provided above pursuant to a violation by the Contractor, the State shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a default of the Contract by the Contractor.

13.4. Termination Procedure

13.4.1. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require the 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.

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

a. The State shall be entitled to any post-termination assistance generally made available with respect to the Service, unless a unique Data retrieval arrangement has been established as part of the Software License Agreement (SLA);

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C813E85

c. Promptly, but in no event longer than thirty (30) 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;

d. 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 the Contractor and in which the State has an interest;

e. During any period of Service suspension, the Contractor shall not take any action to intentionally erase any State Data;

i. In the event of termination of any Service or Agreement in entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:

- 10 days after the Effective Date of termination, if the termination is in accordance with the Contract period.
- 30 days after the Effective Date of termination, if the termination is for convenience.
- 60 days after the Effective Date of termination, if the termination is for cause.

f. 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;

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

h. Assist in Transition Services, as reasonably requested by the State at no additional cost.

13.4.3. After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited or per the terms of this Contract or as stated in Exhibit P: NH DHHS Information Security Requirements, delete all State Data in its Systems or otherwise in its possession or under its control:

a. 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;

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-D809-4ACB-AFBA-F8BD5C813E65

b. The Contractor shall implement an orderly return of State Data in a CSV or another mutually agreeable format at a time agreed to by the parties and the subsequent secure disposal of State Data;

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

13.5. Survival

This Contract Agreement – Part 2 – Information Technology Provisions, Section 13. Termination shall survive termination or Contract Conclusion.

14. CHANGE OF OWNERSHIP

In the event that the Contractor should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to the Contractor, its successors or assigns.

15. ASSIGNMENT, DELEGATION, AND SUBCONTRACTS

15.1. The Contractor shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an Event of Default at the sole discretion of the State.

15.2. The Contractor shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve the Contractor of any of its obligations under the Contract nor affect any remedies available to the State against the Contractor that may arise from any Event of Default of the provisions of the Contract. The State shall consider the Contractor to be the sole point of contact with regard to all Contractual matters, including payment of any and all charges resulting from the Contract.

15.3. Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Part 2 – Information Technology Provisions, Section 14: Change of Ownership, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract;

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC6-AFBA-F6BD5C813E65

continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16. DISPUTE RESOLUTION

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

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

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

Dispute Resolution Responsibility and Schedule Table			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTED TIME
Primary	LaTrina Gray Project Manager	Courtney Keane Program Manager, Newborn Screening	Five (5) Business Days
First	Maria Cantu Executive Sponsor	Rhonda Siegel Administrator, Maternal Child Health	Five (5) Business Days
Second	Christine Evans Director of Innovation and Research	Sai Cherala Program Director, Population Health and Community Services	Five (5) Business Days
Third	Francoise Mattice CFO & President	Lisa Morris Division Director, Division of Public Health Services	Five (5) Business Days

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AF0A-F8BD5C813E05

17. DOIT GENERAL TERMS AND CONDITIONS

17.1. Computer Use

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"), the Contractor understands and agrees to the following rules:

17.1.1. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.

17.1.2. 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 the Contractor access or attempt to access any information without having the express authority to do so.

17.1.3. That at no time shall the 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.

17.1.4. 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 the Contractor must use utmost care to protect and keep such Software strictly Confidential in accordance with the license or any other Agreement executed by the State. Only equipment or Software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal Software (including but not limited to palmtop sync Software) shall not be installed on any equipment.

17.1.5. That if the Contractor is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

17.2. Email Use

Mail and other electronic communication messaging Systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email Systems" or "State-funded Email Systems". The Contractor understand and agree that use of email shall follow State standard policy (available upon request).

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBCB3E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD3C813E85

17.3. **Internet/Intranet Use**

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

17.4. **Regulatory Government Approvals**

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

18. GENERAL CONTRACT REQUIREMENTS

18.1. **Insurance certificate**

The Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, and name of the individual responsible for the funding of the Contracts and his/her address.

18.2. **Exhibits**

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

18.3. **Venue and Jurisdiction**

Any action on the Contract may only be brought in the State of New Hampshire, Merrimack County Superior Court.

18.4. **Survival**

The terms, conditions and Warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of DHHS RFP 2019-051, Appendix H – Section H-25.12.14: Confidential Information; Part 1, P-37 General Provisions – Section 7: Personnel; Part 1, P-37 General Provisions – Section 13: Indemnification; Part 2 – Information Technology Provisions, Section 10: Intellectual Property; Part 2 – Information Technology Provisions , Section 11: Use of State's Information and Confidentiality; Part 2 – Information Technology Provisions , Section 12: Limitation of Liability; Part 2 – Information Technology Provisions , Section 13: Termination; and Part 3 – Exhibit K: Section 2: Warranty Period which shall all survive the termination of the Contract.

18.5. **Force Majeure**

18.5.1. Neither the Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4B84-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-0809-4ACB-AFBA-F8BD5C613E65

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.

18.5.2. 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.

18.6. Notices

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 following addresses:

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-07CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-DB09-4ACB-AFBA-F8BD5C813E85

NOTICES	
CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT
Christine Evans, Director of Innovation and Research	Courtney Keane, Contract Manager
2201 East Lamar Blvd, Suite 280	29 Hazen Drive
Arlington, Texas 76006	Concord, NH 03301
469-503-0506	602-271-1037
cheyans@oz-systems.com	Courtney.keane@dhhs.nh.gov

19. DATA PROTECTION

19.1. DHHS Information Security Requirements

Contractor shall comply with all requirements in Exhibit P, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

19.2. Access to Security Logs and Reports

The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.

19.3. Contract 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.

19.4. Data Center Audit

The Contractor shall perform an independent audit of its Data centers at least annually at its expense, and provide a redacted version of the audit report upon request. The Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

19.5. Advance Notice

The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, System changes) that may impact Service availability and

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 218060A0-0B00-4ACB-AFBA-F8BD5CB13E85

performance. A major upgrade is a replacement of hardware, Software or firmware with a newer or better version in order to bring the System up to date or to improve its characteristics. It usually includes a new version number.

19.6. Security

The Contractor shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Contractor. For example: virus checking and port sniffing — the State and the Contractor shall understand each other's roles and responsibilities.

19.7. Non-Disclosure and Separation of Duties

The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure Agreements; and limit staff knowledge of State Data to that which is absolutely necessary to perform job duties.

19.8. Import and Export of Data

The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export Data to/from other Service providers.

19.9. Responsivities and Uptime Guarantee

The Contractor shall be responsible for the acquisition and operation of all hardware, Software and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the Contractor. The System shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide Service to customers as defined in the SLA.

19.10. Right to Remove Individuals

The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F88D5C813E85

STATE OF NEW HAMPSHIRE

Department of Health and Human Services

Integrated Data Management System for Maternal and Child Health Screening Programs

DHHS – 2019-051

PART 3

INFORMATION TECHNOLOGY EXHIBITS

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218080A0-0809-4ACB-AFBA-F8B05C813E65

EXHIBIT A – SPECIAL PROVISIONS

REVISIONS TO FORM P-37, GENERAL PROVISIONS

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to three (3) additional year(s) from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 9, Termination, is amended as follows:

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 (60) 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 (30) 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.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. 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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4AC8-AF8A-F8B05C813E85

EXHIBIT B – SCOPE OF SERVICES

The Department is responsible for carrying out the identification and intervention strategies for several conditions present in the birth to three (3) years of age population.

The Contractor shall provide a software application to the Department that enables the Early Hearing Detection and Intervention (EHDI) Program, Birth Conditions Program (BCP), Newborn Screening Program (NBS) and their partners to maintain continuous, timely input of newborn screening results and diagnostic data in order to:

- Report outcomes to the Centers for Disease Control and Prevention when indicated; and
- Ensure infants with hearing loss, birth defects and metabolic or other newborn screening disorders are identified promptly and receive appropriate early intervention or special medical services.

Funds in this contract must be utilized to improve population-based tracking and follow up.

The goal of newborn screening is to help prevent disability and untimely death of newborns from undiagnosed genetic disorders. It is imperative to identify disorders as early as possible to initiate treatment and early intervention services before clinical symptoms manifest.

The Contractor shall provide a secure, authenticated Web-based system in order for the Department to:

- Track and manage maternal and child health screening data, and
- Report real time screenings, births and diagnostic follow up information relative to maternal and child health data collected to the Centers for Disease Control and Prevention.

The Contractor shall provide an integrated data management system that includes, but is not limited to:

- Ongoing hosting.
- Maintenance.
- Operations.
- Technical support services.

1. STATEMENT OF WORK

1.1. The Contractor shall provide a Software as a Service (SaaS) Web-based system and associated services for the implementation of a scalable, integrated data management system for reporting real time results for hearing screenings, newborn screenings and birth conditions of New Hampshire newborns.

1.2. The Contractor shall use a phased approach to module implementation that includes, but is not limited to:

1.2.1. Requirements analysis.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F68D5C813E65

1.2.2. Design.

1.2.3. Development.

1.2.4. Testing.

1.2.5. Implementation of software application.

1.2.6. The Contractor shall provide technical services that include:

1.2.6.1. Application hosting;

1.2.6.2. Software configuration services;

1.2.6.3. Training; and

1.2.6.4. Ongoing maintenance and support services.

1.3. General Project Assumptions

1.3.1. The Contractor will provide project tracking tools and templates to record and manage issues, risks, Change Requests, requirements, decision sheets, and other documents used in the management and tracking of the Project. The State of New Hampshire and the Contractor's Project Manager will review these tools and templates and determine which ones will be used for the Project. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

1.3.2. Prior to the commencement of work on Non-Software and Written Deliverables, the Contractor shall provide to the State a template, table of contents or agenda for review and prior approval by the State.

1.3.3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information and services. Security requirements are defined in Part 3 - *Exhibit P: DHHS Information Security Requirements*. The Contractor shall provide the State resources, information and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the Confidentiality and Integrity of State networks, Systems and Data.

1.3.4. The Deliverables are set forth in Exhibit B, Section 2. Deliverables. By unconditionally 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.

1.3.5. Pricing for Deliverables is set forth in Part 3 - Exhibit C: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC6-AFBA-F8BD5C613E63

2. DELIVERABLES

TABLE: Deliverables		
	ACTIVITY, DELIVERABLE, OR MILESTONE	DELIVERABLE TYPE
	PLANNING AND PROJECT MANAGEMENT	
1	Conduct Project Kickoff Meeting	Non-Software
2	Project Status Reports	Written
3	Work Plan	Written
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written
5	Security Plan	Written
6	Communications and Change Management Plan	Written
7	Requirements Trace Ability Matrix	Written
8	Software Configuration Plan	Written
9	Systems Interface Plan and Design/Capability	Written
10	Testing Plan	Written
11	Data Conversion Plan and Design	Written
12	Deployment Plan	Written
13	Comprehensive Training Plan and Curriculum	Written
14	End User Support Plan	Written

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B000A0-0B09-4AC8-AF8A-F8BD5C813E65

15	Business Continuity Plan	Written
16	Documentation of Operational Procedures	Written
INSTALLATION		
17	Provide Software Licenses if needed	Written
18	Provide Fully Tested Data Conversion Software	Software
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software
TESTING		
20	Conduct Integration Testing	Non-Software
21	Conduct User Acceptance Testing	Non-Software
22	Perform Production Tests	Non-Software
23	Test In-Bound and Out-Bound Interfaces	Software
24	Conduct System Performance (Load/Stress) Testing	Non-Software
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software
SYSTEM DEPLOYMENT		
26	Converted Data Loaded into Production Environment	Software
27	Provide Tools for Backup and Recovery of all Applications and Data	Software
28	Conduct Training	Non-Software
29	Cutover to New Software	Non-Software
30	Provide Documentation	Written

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A52-ADD1-8D8C83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F68D5C813E65

31	Execute Security Plan	Non-Software
OPERATIONS		
32	Ongoing Hosting Support	Non-Software
33	Ongoing Support & Maintenance	Software
34	Conduct Project Exit Meeting	Non-Software

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F88D5C813E65

EXHIBIT C – PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1. Contract Type

This is a Not to Exceed Contract. The total Contract value is indicated in Part 1, P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in Part 1, P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State on a monthly basis for completed activities, deliverables, or milestones included in the price and payment Worksheet below:

1.2. Activities/Deliverables/Milestones and Pricing Worksheet

	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT				
1	Conduct Project Kickoff Meeting	Non-Software	12/03/2020	$ 1,047.00
2	Project Status Reports	Written	Biweekly	$ 1,000.00
3	Work Plan	Written	12/08/2020	$ 1,500.00
4	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	12/08/2020	$ 3,672.00
5	Security Plan	Written	12/08/2020	$ 2,000.00
6	Communications and Change Management Plan	Written	12/08/2020	$ 1,224.00
7	Requirements Trace ability Matrix	Written	12/15/2020	$ 3,840.00
8	Software Configuration Plan	Written	12/15/2020	$ 3,024.00
9	Systems Interface Plan and Design/Capability	Written	12/15/2020	$ 3,040.00
10	Testing Plan	Written	01/05/2021	$ 3,024.00
11	Data Conversion Plan and Design	Written	01/05/2021	$ 2,047.00
12	Deployment Plan	Written	01/19/2021	$ 2,047.00

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6OBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F8BD5C813E85

13	Comprehensive Training Plan and Curriculum	Written	01/29/2021	$ 964.00
14	End User Support Plan	Written	02/05/2021	$ 1,500.00
15	Business Continuity Plan	Written	02/05/2021	$ 2,047.00
16	Documentation of Operational Procedures	Written	02/12/2021	$ 3,024.00
INSTALLATION				
17	Provide Software Licenses if needed	Written	04/29/2021	$ 22,000.00
18	Provide Fully Tested Data Conversion Software	Software	04/29/2021	$ 2,000.00
19	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	04/29/2021	$ 71,000.00
TESTING				
20	Conduct Integration Testing	Non-Software	03/23/2021	$ 2,200.00
21	Conduct User Acceptance Testing	Non-Software	04/13/2021	$ 1,020.00
22	Perform Production Tests	Non-Software	04/13/2021	$ 1,200.00
23	Test In-Bound and Out-Bound Interfaces	Software	04/13/2021	$ 1,056.00
24	Conduct System Performance (Load/Stress) Testing	Non-Software	03/30/2021	$ 800.00
25	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	03/30/2021	$ 1,000.00
SYSTEM DEPLOYMENT				
26	Converted Data Loaded into Production Environment	Software	04/29/2021	$ 1,024.00
27	Provide Tools for Backup and Recovery of all Applications and Data	Software	04/29/2021	$ 1,000.00

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-A0D1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4AC8-AFBA-F88D5C813E85

28	Conduct Training	Non-Software	04/27/2021	$ 2,500.00
29	Cutover to New Software	Non-Software	04/29/2021	$ 200.00
30	Provide Documentation	Written	04/27/2021	$ 1,000.00
31	Execute Security Plan	Non-Software	04/29/2021	$ 1,000.00
OPERATIONS				
32	Ongoing Hosting Support	Non-Software	12/01/2021	$ 18,020.00
33	Ongoing Support & Maintenance	Software	12/01/2021	$ 80,430.00
34	Conduct Project Exit Meeting	Non-Software	TBD	$ 0.00
	TOTAL Proposed Cost			$242,450

1.3. Vendor Staff Resource Hours

Title	Name	Initiation	Implementation	Project Close out
Project Manager	LaTrina Gray	80 hrs	80 hrs	20 hrs
Implementation Manager	Maria Cantu	4 hrs	400 hrs	20 hrs
Product development lifecycle (developers, user acceptance tester, quality assurance specialist, business analyst)	See Appendix E for list of Staff Proposed	25 hrs	580 hrs	20 hrs
TOTALS	N/A	109 hrs	1,060 hrs	60 hrs

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B060A0-D809-4AC8-AF8A-F8BD5C613E63

1.4. Future Vendor Rates Worksheet

The State and Contractor agree to the following rates in the event the contract is extended in accordance with Part 2 – Information Technology Provisions, Section 2: *Contract Term*.

Position Title	SFY 2023	SFY 2024	SFY 2025
Project Manager	$263/hr	$276/hr	$289/hr
Implementation Manager	$236/hr	$248/hr	$260/hr
Product development lifecycle team	$231/hr	$243/hr	$255/hr
Subject-matter expert	$236/hr	$248/hr	$260/hr

1.5. Services Pricing Worksheet

Pricing reflects payment for maintenance support and upgrades for the initial two (2) year contract period as well as payments for the optional (3) years of contract renewal. Pricing reflects the most optimistic Implementation date. Actual payments may differ from the estimate if the project start date is delayed or if Implementation takes longer as this will cause a shorter maintenance period.

Software Name	Maintenance Support and Upgrades				
	Contract Year 1 Initial Cost *(costs included in 1.2 above)*	Contract Year 2 *(costs included in 1.2 above)*	Renewal Option (Year 3)	Renewal Option (Year 4)	Renewal Option (Year 5)
OZ eScreener Plus™ (eSP™) management information system annual licenses for EHDI, Critical Congenital Heart Disease (CCHD), Newborn Bloodspot Screening (NBS) and Birth Conditions with access for unlimited users at DHHS, birthing hospitals, outpatient clinics, and audiology centers as	$55,000	$57,750	$60,638	$60,638	$60,638

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AF8A-F8BD5C813E63

specified by DHHS. Includes vital records matching.					
OZ Newborn Admission Notification Information™ (NANI™) for automated demographic data from birthing hospital Electronic Health Records (EHRs) to OZ eSP™ management information system.	$25,000	$5,150	$5,250	$5,113	$5,788
Telepathy EHDI™ for direct results from hearing screening equipment with license keys for birthing hospitals in NH	$15,000	$3,000	$3,150	$3,308	$3,473
Telepathy CCHD™ for direct results streaming from oximeter screening equipment with license keys for birthing hospitals in NH to OZ eSP™ management information system	$15,000	$3,000	$3,150	$3,308	$3,473
OZ Advanced Reporting Tool license, includes Enterprise Data Warehouse (EDW) connection and link to eSP™	$8,000	$8,400	$8,820	$9,261	$9,724
Help Desk support, implementation, and project management support. Cost for resources to monitor, implement and support.	$26,000	$27,300	$28,665	$30,098	$31,603

2. 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 Part 1, 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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8872EE37-8A43-4884-B49C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218080A0-D809-4ACB-AFBA-F8BD5C613E65

3. 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 reasonable 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.

4. SHIPPING AND DELIVERY FEE EXEMPTION

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

5. INVOICING

The Contractor shall submit accurate invoices to the State on a monthly basis in accordance with Exhibit C, Section 1. Payment Schedule above, 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.

6. INVOICE ADDRESS

Invoices shall be mailed or emailed to:

Department of Health Human Services
Division of Public Health Services
Office of Finance
29 Hazen Drive
Concord, NH 03301
dphscontractbilling@dhhs.nh.gov

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4664-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C613E63

7. **PAYMENT ADDRESS**

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

8. **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.

9. **CREDITS**

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

10. **PROJECT HOLDBACK**

Reserved

11. **LIQUIDATED DAMAGES**

Reserved

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8BD9C613E85

EXHIBIT D – ADMINISTRATION SERVICE.

1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, 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. The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, materials, reports, and other work in progress relating to this Contract. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this Contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

3.1. The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7: Contractor Records Retention.

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

3.3. 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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-AD01-8DBC63E7B7DF

DocuSign Envelope ID: 218080A0-DB09-4AC8-AF8A-F88D5CB13E85

the expiration of the appeal period. The Contractor shall include the record retention and Review requirements of this section in any of its subcontracts.

3.4. The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

The 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 and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-BOBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4AC8-AFBA-F8BD5C613E63

EXHIBIT E – IMPLEMENTATION SERVICES

I. PROJECT MANAGEMENT

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.

1.1. State Meetings and Reports

The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

1.1.1. Introductory Meeting: Participants will include the Contractor's Key Project Staff and State Project leaders. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

In addition, the introductory meeting is to assure all understand a high-level scope of the project, next steps and assure that relevant stakeholders are identified.

The Introductory Meeting will assist in planning the project kick-off meeting and assure all essential personnel are included.

1.1.2. Kickoff Meeting: Participants will include the State and the Contractor's Project Teams and major stakeholders. The onsite or web-based kick-off meeting will occur no later than two (2) weeks after the contract effect date, to establish a sound foundation for activities that will follow.

The contract scope will be reviewed and discussed. The work required to complete each element successfully will be reviewed. The kick-off meeting agenda will include, but is not limited to:

1.1.2.1. High-level project description and goals

1.1.2.2. Assumptions

1.1.2.3. Constraints

1.1.2.4. Risk Management

1.1.2.5. Data Management and Change Control

1.1.2.6. Stakeholders and responsibilities

1.1.2.7. Proposed project timeline

1.1.2.8. Communication plan

1.1.2.9. Training plan

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

1.1.2.10. Reporting

1.1.2.11. Measurement criteria

1.1.2.12. Action items

1.1.3. Status Meetings: As part of ongoing monitoring and status updates, the Contractor will facilitate web-based status meetings. Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. Other key project personnel will participate as needed. The overall Project status and any additional topics needed to remain on schedule and within budget will be discussed. A status and error report from the Contractor shall serve as the basis for discussion.

Status Meetings will occur on a biweekly basis at a minimum, initially. A mutually agreed upon reoccurring day and time will be set during the project Kickoff Meeting.

Upon system deployment, the frequency of status meetings may occur on a monthly bases, upon approval by the State.

The Contractor shall assign a staff member as the note taker who will be document and distribute meeting minutes.

Status Meeting will include sharing of agenda items and documents including, but not limited to status reports.

The Work Plan will be reviewed and updated at each Status Meeting.

The Contractor shall distribute Status Meeting Agendas to meeting participants. Status Meeting topics will include, but are not limited to:

1.1.3.1. Current Product Development Life Cycle Status Update

1.1.3.2. Recent progress

1.1.3.3. Upcoming Milestones.

1.1.3.4. Blocks/issues

1.1.3.5. Current Item (feature) Implementation Status Update

1.1.3.6. Recent progress

1.1.3.7. Upcoming Milestones

1.1.3.8. Blocks/issues

1.1.3.9. Review of outstanding call center issues log

1.1.3.10. Application

1.1.3.11. Program and business process

1.1.3.12. Review of estimates/change requests

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBCB3E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

1.1.3.13. Action Items Assigned

1.1.4. **Special Meetings:** Needs may arise that require special meetings with State leaders, Project stakeholders and advisory boards, to address specific and/or urgent issues.

The Contractor shall schedule special web-based meetings to address specific items or initiatives. The Contractor shall provide tailored agendas to meeting participants.

1.1.5. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The Contractor shall provide an agenda. Meeting topics will include, but are not limited to:

1.1.5.1. Lessons learned.

1.1.5.2. Follow-up tasks.

1.1.5.3. Legacy data.

1.2. The Contractor shall prepare agendas and background information for State meetings.

1.3. The Contractor is responsible for drafting formal presentations for State meetings, such as a presentation for the kickoff meeting.

1.4. The Contractor shall draft Meeting Minutes to provide a record of decisions made, items discussed and accomplishments reviewed, as well as assigned action items.

1.5. The Contractor shall distribute Meeting Minutes via email within two (2) business days of each meeting.

1.6. The Contractor's Project Manager or Key Project Staff shall submit monthly status reports in accordance with the schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1.6.1. Project status related to the Work Plan;

1.6.2. Deliverable status;

1.6.3. Accomplishments during weeks being reported;

1.6.4. Planned activities for the upcoming two (2) week period;

1.6.5. Future activities;

1.6.6. Issues and concerns requiring resolution; and

1.6.7. Report and remedies in case of falling behind Schedule.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F88D5C613E85

1.7. As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

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

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

2.2 Timeline

2.2.1. The timeline, structured to recognize interdependencies between applications and cost structure of an effective and timely execution is set forth in the Work Plan. The system shall be ready for Implementation in accordance with the Work Plan.

2.2.2. During the initial planning period, Project task and resource plans will be established for:

2.2.3. The preliminary training plan,

2.2.4. The change management plan,

2.2.5. Communication approaches,

2.2.6. Project standards and procedures finalized, and

2.2.7. Team training initiated.

2.3 Change Management and Training

2.3.1. The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2.3.2. The Contractor shall conduct an assessment of user training needs and provide a mixture of web based training and onsite training based on specific user needs.

2.3.3. The Contractor shall provide onsite training for initial rollout that promotes buy-in and initiates a "train the trainer" process.

2.3.4. The Contractor shall provide training and reference materials for all aspects of the integrated system. For new installations, the Contractor shall offer live training followed by virtual training from its online learning platform, OZmosis™.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060AD-0B09-4ACB-AFBA-F8B05C813E65

Additionally, help text and user manuals shall be available for reference. Reports, searches and exports will be included in new user trainings, and public health users and program managers will receive advanced instruction on specific reporting functionalities relevant to their roles.

2.3.5. The Contractor shall design and implement an effective training plan that includes a tailored curriculum. A training leader equipped with a comprehensive understanding of the Data Management System will work closely with the State in order for training to remain relevant and timely for all Stakeholders. Role-based training is an integral component of the curriculum to present essential skills, and demonstrate how to apply that information in scenarios that are meaningful for users; from State staff to screeners and program managers at birthing facilities.

2.3.6. The Contractor shall offer a training site that mirrors the production systems for users to practice.

2.3.7. The Contractor shall obtain State approval for all training materials prior to training commencing.

2.3.8. The Contractor shall develop a method to distribute a survey evaluation at the conclusion of each training to gain timely and actionable feedback.

2.3.9. The Contractor shall be flexible to support additional web-based instruction vs onsite training should that format be more conducive.

2.3.10. The Contractor shall provide a smart and intuitive online Learning Management System (LMS) to supplement training and development efforts that allows the State to manage users by facility, set who has access to the training, view reports to know who has accessed training and what was covered, scores on quizzes, and whether users have earned a certificate of successful completion. Users will have 24/7 access to courses and user guides for self-paced learning, reference, and FAQs. The Contractor shall provide access to:

2.3.10.1. The online learning management systems,

2.3.10.2. Recordings of previous live webinars,

2.3.10.3. User guides,

2.3.10.4. Training slides,

2.3.10.5. Quick guides, and

2.3.10.6. Access to a Trainer to ensure refresher training can be implemented at any time in a format that best meets the needs of the state.

2.3.11. The Contractor shall maintain training manuals, agendas, and example recordings from new-user trainings and provide updates to trainings, documentation and user guides prior to new releases as part of the pre-production process.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E85

2.3.12. The Contractor shall provide a State specific user manual as a deliverable for all our installations to ensure screenshots, workflows and steps mirror what the user will see in the State specific version of eSP™. The Contractor shall ensure manuals include State logos as applicable. The user manual shall not have any features not included in the production system. The Contractor shall deploy a log-in page with state specific information and color palate. User guides will mirror the color scheme and look and feel.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AF8A-F8BD5C813E85

EXHIBIT F – TESTING SERVICES

1. TESTING AND ACCEPTANCE

The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project.

a. The Contractor will provide training as necessary to the State staff responsible for test activities.

b. The Contractor shall be responsible for all aspects of testing contained in the Contractor Acceptance Test Plan to be submitted upon approval of this Contract. The plan shall include, at no additional cost, support during User Acceptance Test conducted by the State and the testing of the training materials.

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

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

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

1.1. Test Planning and Preparation

1.1.1. The Contractor shall provide the State with an overall Test Plan that will guide all testing. The Contractor provided, State approved, Test Plan will include, at a minimum, identification, preparation, and Documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test Data, test phases, unit tests, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

1.1.2. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, along

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADO1-8DBC83E7B70F

DocuSign Envelope ID: 21B060AD-DB09-4ACB-AF8A-F8BD5C813E65

with reporting the actual testing results, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan, test scenarios, test cases, test scripts, test data, and expected results.

1.1.3. The State will commence its testing within two (2) weeks of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate repons, and conduct stress and performance testing, at no additional cost.

1.1.4. Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of User Acceptance Testing (UAT) Acceptance by the State.

1.1.5. The duration of time required for user acceptance testing shall be determined at the planned project kick-off meeting.

1.1.6. The Contractor must demonstrate its testing methodology is integrated with the State standard methodology.

1.2. Unit Testing

1.2.1. In Unit Testing, the Contractor shall test the application components on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit testing is performed in either the development environment or a testing environment.

1.2.2. The goal is to find errors in the smallest unit of Software before logically linking it into larger units. If successful, subsequent testing should only reveal errors related to the integration between application modules.

1.2.3. The Contractor developer, who is responsible for a specific unit of work, will be responsible for conducting the Unit Testing of their modules.

Activity Description	Develop the scripts needed to Unit Test individual application modules, interface(s) and conversion components.
Contractor's Team Responsibilities	For application modules, conversions and interfaces the Contractor's team will identify applicable Test scripts and installation instructions, adapt them to the Project specifics, test the process, and compare with the documented expected results.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384B85C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B08-4ACB-AFBA-F8BD5C813E85

Work Product Description	Unit-Tested Modules that have been tested to verify that the inputs, outputs, and processing logic of each application module functions without errors. Individual detailed test scripts and installation guides list all the required actions and Data to conduct the test, the process for test execution, and the expected results.

1.3. System Integration Testing

1.3.1. The new System is tested in integration with other application Systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

1.3.2. Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other Systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the Data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-07CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060AD-D809-4ACB-AFBA-F8BD5C813E65

State Responsibilities	• Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the Data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party Systems, interfaces, and applications are functioning properly.

1.4. Conversion / Migration Validation Testing

Target application functions is validated in Conversion Validation Testing.

Activity Description	The conversion validation test should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted Data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	With Contractor assistance, extract and cleanse the legacy Data, if necessary, to be converted in the Data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy Data performs correctly in the entire suite of the Application.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21D060A0-0809-4AC0-AFBA-FaBD5C613E65

1.5. Installation Testing

In Installation Testing, the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.

1.6. User Acceptance Testing (UAT)

1.6.1. UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

1.6.2. The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.

1.6.3. The State shall be presented with all testing results, as well as written Certification that the Contractor has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

1.6.4. The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

1.6.5. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

1.6.6. The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

1.6.7. 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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4AC8-AFBA-F8BD5C813E65

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria, that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed, during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of Data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.7. Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of the software 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.

1.7.1. Scope

a. The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A52-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060AD-DB09-4ACB-AFBA-F8BD5C813E65

b. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved.

c. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.2. Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b. Load Tests: Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.3. Tuning

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8. Regression Testing

1.8.1. As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADO1-6OBC63E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F8BD5C813E65

1.8.2. In designing and conducting such Regression Testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Contractor will be expected to design and conduct Regression Tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.

b. The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.

c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:

i. Validate that the change/update has been properly incorporated into the program; and

ii. Validate that there has been no unintended change to the other portions of the program.

d. The Contractor will be expected to:

i. Create a set of test conditions, test cases, and test Data that will validate that the change has been incorporated correctly;

ii. Create a set of test conditions, test cases, and test Data that will validate that the unchanged portions of the program still operate correctly; and

iii. Manage the entire cyclic process.

e. The Contractor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

1.8.3. In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8D8C83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F88D5C813E65

1.9. Security Review and Testing

1.9.1. IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.

1.9.2. This is a SAAS contract. All software shall be hosted on the Contractor's hardware at a secure data center. All components of the Software shall be Reviewed and tested to ensure the protection of Hardware and 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 the necessary Confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests (pen tests) and application vulnerability scanning.

SERVICE COMPONENT	DEFINES THE SET OF CAPABILITIES THAT:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a System or application for security purposes and the validation of users.
Access Control	Supports the management of permissions for logging onto a computer or network.
Encryption	Supports the encoding of Data for security purposes.
Intrusion Detection	Supports the detection of illegal entrance into a computer System.
Verification	Supports the confirmation of authority to enter a computer System, application or network.
Digital Signature	Guarantees the unaltered state of a file.
User Management	Supports the administration of computer, application and network accounts within an organization.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-80BC83E7B70F

DocuSign Envelope ID: 21B060A0-D509-4ACB-AFBA-F8BD5C813E65

Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or System.
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, Structured Query Language (SQL) injection, and unauthorized access of files and/or directories on the server.

1.9.3. 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. Tests shall, at a minimum, cover each of the service components. The Contractor shall provide a certificate of application, vulnerability scanning, and 3rd party Penetration Tests (pen test) when appropriate.

1.9.4. Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.10. Penetration Testing (Non-PCI)

The Contractor shall provide Certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party Vendor at least annually, and after every major release.

1.10.1. Implement a methodology for penetration testing that includes the following:

a. Industry-accepted penetration testing approaches (for example, NIST SP800-115).

b. Includes coverage for the entire CDE perimeter and critical Systems.

c. Includes testing from both inside and outside the network.

d. Includes testing to validate any segmentation and scope-reduction controls.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

e. Defines application-layer penetration tests to include, at a minimum, the vulnerabilities listed in PCI DSS Compliance: Requirement 6.5.

f. Defines network-layer penetration tests to include components that support network functions as well as Operating Systems.

g. Includes Review and consideration of threats and vulnerabilities experienced in the last 12 months.

h. Specifies retention of penetration testing results and remediation activities results.

1.10.2. Perform external penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).

1.10.3. Perform internal penetration testing at least annually and after any significant infrastructure or application upgrade or modification (such as an Operating System upgrade, a sub-network added to the environment, or a web server added to the environment).

1.10.4. Exploitable vulnerabilities found during penetration testing are corrected and testing is repeated to verify the corrections.

1.10.5. If segmentation is used to isolate the CDE from other networks, perform penetration tests at least annually and after any changes to segmentation controls/methods to verify that the segmentation methods are operation and effective, and isolate all out-of-scope Systems from in-scope Systems.

2. **Successful UAT Completion**

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance.

3. **System Acceptance**

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8BD5C813E65

EXHIBIT G – MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in Part 2 – Information Technology Provisions, Section 1: Contract Documents, through the Contract end date.

1.1. Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract. The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

1.1.1. Maintenance Releases

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.

2. SYSTEM SUPPORT

2.1. Contractor's Responsibility

2.1.1. The Contractor will be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and Five (5) days a week with an email/telephone response within Two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within Four (4) hours of a request;

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4B84-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

3. SUPPORT OBLIGATIONS AND TERM

3.1. 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.

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

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

- 3.3.1. Nature of the Deficiency;
- 3.3.2. Current status of the Deficiency;
- 3.3.3. Action plans, dates, and times;
- 3.3.4. Expected and actual completion time;
- 3.3.5. Deficiency resolution information;
- 3.3.6. Resolved by;
- 3.3.7. Identifying number (i.e. work order number); and
- 3.3.8. Issue identified by.

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

- 3.4.1. Mean time between reported Deficiencies with the Software;
- 3.4.2. Diagnosis of the root cause of the problem; and
- 3.4.3. Identification of repeat calls or repeat Software problems.

3.5. 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 in Part 2 – Information Technology Provisions - Section 13.1 Termination for Default, 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.

3.6. 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 in Part 1, P-37 General Provisions - Section 8: Event of Default/Remedies.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E85

EXHIBIT H - REQUIREMENTS

1. REQUIREMENTS

See Attachment 1 – Business System and Technical Requirements, which is attached hereto and incorporated by reference within.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4684-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4AC6-AF8A-F8B05C813E65

EXHIBIT I – WORK PLAN

The Contractor's Project Manager and the State Project Manager shall finalize the Preliminary Work Plan within thirty (30) Calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the Preliminary Work Plan are documented in accordance with the Contractor's plan to implement the requirements defined in the RFP and further described in the Contractor's Proposal. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The Preliminary Work Plan created by the Contractor is set forth in Section 6 of this Exhibit.

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

1. ASSUMPTIONS

1.1. General

1.1.1. The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.

1.1.2. All State tasks must be performed in accordance with the revised Work Plan.

1.1.3. All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.

1.1.4. Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.

1.2. Logistics

1.2.1. The Contractor's Team shall perform this Project at State facilities at no cost to the Contractor.

1.2.2. The Contractor's Team may perform the work at a facility other than that furnished by the State, when practical, at their own expense.

1.2.3. The Contractor's Team shall honor all holidays observed by the Contractor or the State, although with permission, may choose to work on holidays and weekends.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-B49C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8B05C813E65

1.2.4. The State shall provide adequate facilities for the Contractor's Team, including PCs, phones, Virtual Private Network (VPN) access, and modem-based dial-out capability and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Contractor's Team and shall be available when the Project begins.

1.3. Project Management

The State shall approve the Project Management Methodology used for the Project.

1.3.1. The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.

1.3.2. A Project folder created within the State System shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder, and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

1.3.3. The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

1.4. Technical Environment and Management - RESERVED

1.5. Conversions

The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications. Additionally, the Contractor's Team shall:

1.5.1. Provide the State with Contractor's application Data requirements and examples, of Data mappings, conversion scripts, and Data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F6B05C813E85

1.5.2. Provide guidance and assistance with the use of the Data loaders and conversion scripts provided.

1.5.3. Lead the Review of functional and technical Specifications.

1.5.4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

1.6. Project Schedule

Deployment is planned to commence upon the Contract effective date, the date of Governor and Council approval, with a go-live date no later than four (4) months after the Governor and Council approval date.

1.7. Reporting

The Contractor shall conduct bi-weekly status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

1.8. User Training

The Contractor's Team shall:

1.8.1. Lead the development of the end-user training plan.

1.8.2. Train the trainer approach shall be used for the delivery of end-user training.

1.8.3. The State is responsible for the delivery of end-user training.

1.8.4. The State shall Schedule and track attendance on all end-user training classes.

1.9. Performance and Security Measures

1.9.1. The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.

1.9.2. The State shall work with the Contractor on all testing as set forth in Part 3 - Exhibit F: Testing Services.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4ACB-AFBA-F8B05C813E85

2. CONTRACTOR ROLES AND RESPONSIBILITIES

2.1. Contractor's Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2.2. Contractor's Team Project Manager

The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor's Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

2.2.1. Maintain communications with the State's Project Manager;

2.2.2. Work with the State in planning and conducting a kick-off meeting;

2.2.3. Create and maintain the Work Plan;

2.2.4. Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;

2.2.5. Define roles and responsibilities of all the Contractor Team members;

2.2.6. Provide biweekly and monthly update progress reports to the State Project Manager;

2.2.7. Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;

2.2.8. Review task progress for time, quality, and accuracy in order to achieve progress;

2.2.9. Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;

2.2.10. Implement scope and schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;

2.2.11. Inform the State Project Manager and staff of any urgent issues if and when they arise;

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

2.2.12. Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager;

2.2.13. Manage handoff to the Contractor operational staff; and

2.2.14. Manage Transition Services as needed.

2.3. Contractor's Team Analysis

The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:

2.3.1. Construct and confirm application test case scenarios;

2.3.2. Produce application configuration definitions and configure the applications;

2.3.3. Conduct testing of the configured application;

2.3.4. Produce functional Specifications for extensions, conversions, and interfaces;

2.3.5. Assist the State in the testing of extensions, conversions, and interfaces;

2.3.6. Assist the State in execution of the State's Acceptance Test;

2.3.7. Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;

2.3.8. Assist with the correction of configuration problems identified during System, Integration and Acceptance Testing; and

2.3.9. Assist with the transition to production.

2.4. Contractor's Team Tasks

The Contractor team shall assume the following tasks:

2.4.1. Development and Review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;

2.4.2. Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;

2.4.3. Development and Documentation of installation procedures;

2.4.4. Development and execution of unit test scripts;

2.4.5. Unit testing of conversions and interfaces developed; and

2.4.6. System Integration Testing.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-D809-4ACB-AF8A-F8BD5C813E85

3. STATE ROLES AND RESPONSIBILITIES

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

3.1. State Project Manager

The State Project Manager shall work side-by-side with the Contractor's Project Manager. The role of the State Project Manager is to manage State resources (If any), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

3.1.1. Plan and conduct a kick-off meeting with assistance from the Contractor's team;

3.1.2. Assist the Contractor's Project Manager in the development of a detailed Work Plan;

3.1.3. Identify and secure the State Project Team members in accordance with the Work Plan;

3.1.4. Define roles and responsibilities of all State Project Team members assigned to the Project;

3.1.5. Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;

3.1.6. Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;

3.1.7. Inform the Contractor's Project Manager of any urgent issues if and when they arise;

3.1.8. Assist the Contractor's team staff to obtain requested information if and when required to perform certain Project tasks;

3.1.9. Manage handoff to State operational staff; and

3.1.10. Manage State staff during Transition Services as needed.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B050A0-0809-4AC8-AFBA-F88D5C813E85

3.2. State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

3.1.1. Be the key user and contact for their Agency or Department;

3.1.2. Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;

3.1.3. Assist in validating and documenting user requirements, as needed;

3.1.4. Assist in mapping business requirements;

3.1.5. Assist in constructing test scripts and Data;

3.1.6. Assist in System Integration, and Acceptance Testing;

3.1.7. Assist in performing conversion and integration testing and Data Verification;

3.1.8. Attend Project meetings when requested; and

3.1.9. Assist in training end users in the use of the Contractor's Software Solution and the business processes the application supports.

3.3. State Technical Lead and Architect

The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

3.1.1. Attend technical training as necessary to support the Project;

3.1.2. Assist the State and the Contractor's Team Project Managers to establish the detailed Work Plan;

3.1.3. Manage the day-to-day activities of the State's technical resources assigned to the Project;

3.1.4. Work with State IT management to obtain State technical resources in accordance with the Work Plan;

3.1.5. Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and

3.1.6. Represent the technical efforts of the State at biweekly Project Status Meetings.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-B49C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 21B060AD-DB09-4ACB-AFBA-F8BD5C613E65

3.4. State Application DBA (DoIT) - RESERVED

3.5. State Network Administrator (DoIT) - RESERVED

3.6. State Testing Administrator – RESERVED.

4. INTERFACES

Interfaces shall be implemented in cooperation with the State in accordance with the requirements specified in Attachment I – Business System and Technical Requirements.

4.1. Interface Responsibilities

4.1.1. The Contractor's Team shall provide the State Contractor Application Data requirements and examples, of Data mappings and interfaces implemented on other Projects.

4.1.2. The Contractor's Team shall identify the APIs the State should use in the design and development of the interface.

4.1.3. The Contractor's Team shall lead the State with the mapping of legacy Data to the Contractor Application.

4.1.4. The Contractor's Team shall lead the Review of functional and technical interface Specifications.

4.1.5. The Contractor's Team shall assist the State with the resolution of problems and issues associated with the development and implementation of the interfaces.

4.1.6. The Contractor's Team shall document the functional and technical Specifications for the interfaces.

4.1.7. The Contractor's Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.

4.1.8. The Contractor's Team shall develop and Unit Test the interface.

4.1.9. The State and the Contractor's Team shall jointly verify and validate the accuracy and completeness of the interface.

4.1.10. The State and the Contractor's Teams shall jointly construct test scripts and create any Data needed to support testing the interfaces.

5. APPLICATION MODIFICATION - RESERVED

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC6-AF8A-F8BD5C813E85

6. PRELIMINARY WORK PLAN

Phase	Tasks for this phase	Exit criteria	Target Due Date
Initiation	Review the scope of the project, risks, assumptions and constraints, identify the roles	Kick-off document that includes formal project management, communications, and work plans	12/03/2020
Analysis	Requirements gathering with DHSS. OZ business analyst team creates user stories that incorporate business and functional requirements.	Requirements sign-off from DHHS	12/15/2020
Design & Coding	Define processes used to complete the work defined and accomplish the project's requirements. The deliverables are produced as outputs from the processes performed as defined in the Microsoft Project Plan task schedule.	Demo with sign off that the design satisfies the project sponsors, end users, and business requirements.	3/22/2021
Quality Assurance	The Quality Assurance (QA) team will write test cases against the service requirements to ensure the Development (DEV) team's build has accurately delivered against the respective requirements. QA will then perform manual testing, automated script testing, convey testing	Sign off by the OZ Systems QA team once all test cases have passed or identified defects are deferred	3/23/2021

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-848C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 218060A0-DB09-4ACB-AF8A-F8BD5C613E85

	results and conduct a defect review with the DEV team.		
Internal user acceptance testing (UAT)	The software build is installed in a special UAT environment. OZ internal UAT tests cases and assures system is functioning per requirements	Sign off by the OZ Systems UAT team once all test cases have passed or identified defects are deferred	4/01/2021
External UAT	Meet with DHHS to review work. Requirements are provided with a summary of the release and a template for feedback. Access to a UAT site is provided where. Issues discovered are reviewed with the OZ team and appropriate remediation is planned.	Sign-off that build is ready for production and production date scheduled	4/13/2021
Production	Users are alerted of deploy scheduled, completed code is moved to production site, sanity testing completed, end-user training prior to go-live as needed	Release deployed and functional, end-user training complete	4/29/2021

CONTROLS, PROCESSES, AND REPORTING REQUIREMENTS TO ENSURE SMOOTH ADMINISTRATION

OZ Systems employs the same management process, irrespective of the project type; therefore, a separate project management plan document for each project will not be created. We will also abide by the reporting requirements in the RFP in the format specified by DHHS. We have provided a High-Level proposed baseline project plan in the Appendix to our response. All key deliverables will be identified in the respective Microsoft Project Plan as milestones for the project or release. All projects will have measureable objectives and deliverables. Each project's scope will be captured in a Kickoff Document.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E85

Like a project charter, the Kickoff Document will identify the work required to complete each project successfully. Kickoff document components include:

Assumptions

1. New Hampshire IT infrastructure and resources are available for establishing proposed interfaces;
2. Legacy data is imported mapped to existing fields to our system;
3. Third party vendors involved with other data bases will be available as a resource for establishing requirements for the interfaces;
4. State Staff will support change management to initiate implementation with hospitals and adopt the new system; and

All assumptions for the project will be documented in the Kickoff Document. During preplanning meetings, the project team roles will provide their respective assumptions. The project manager will capture these assumptions in the Kickoff Document.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6D8C03E7B7DF

DocuSign Envelope ID: 218080A0-0B09-4ACB-AFBA-F8BD5C813E65

Constraints

All specified constraints for each project will be documented in the Kickoff Document. During preplanning meetings, the project team roles will provide their respective constraints in regard to their project assignment(s). Their constraints will be discussed to determine the impact they may have on the success of the project.

Risk Management

Risks will be documented, prioritized and managed for all projects. Each project will identify risks that impact the overall success of the project. Risks will be managed throughout the project in OZ's JIRA application.

Data Management and Change Control

The Configuration Management Plan (CMP) identifies all of the required data (artifacts) that will be captured and managed throughout the project life cycle. All Configurable Items are listed in the plan, if any are not created for a project due to its size or scope it will be documented in the Kickoff Document. Changes will be managed in accordance with our change control process. Both requests and orders will be managed and reviewed by the CCB.

Customers

During the customer kickoff meeting, Project Manager (PM) will convey not only the project's respective milestones, but the ground rules for the project's overall implementation. One of the most critical activities that the PM and the customer must agree upon is how the project's progress will be communicated. The customer, as an external stakeholder, is extremely important to a project's successful deployment. Without their active involvement, the completion of critical path lifecycle phases could be jeopardized. Therefore, it is imperative that communication between the project team and the customer be timely and transparent. To facilitate this objective, the roles and responsibilities of the client's project team members are defined, along with a communication schedule, during the client project kickoff meeting.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-D809-4ACB-AFBA-F68D5C813E85

Contractor Roles and Responsibilities

Within each project kickoff document, the team roles and respective responsibilities will be identified. The following roles will be inherent to nearly every project:

Roles and Responsibilities:

Role	Title	Responsibility
Business Analysis	Business Analyst	☐ Business Requirements ☐ Functional Requirements
Change Control	Change Control Manager	☐ Change Control ☐ Configuration Management (Documents) ☐ Change Control Board
Configuration Management/ Version Control	Configuration Manager	☐ Configuration Management

Role	Title	Responsibility
Configuration Management/Version Control cont.		☐ Version Control ☐ Source Code ☐ Development Builds ☐ Installers/ Installations (QA, UAT & PRODUCTION environments)
Customer Support	Customer Support Manager	☐ Manage Customer Support Staff ☐ Support Products

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4ACB-AFBA-F8BD5C613E85

Development	Software Developers DEV Lead- Health DEV Lead- Education	☒ Software/ Technical Requirements ☒ Design ☒ Coding ☒ User Interface (UI)/ Usability
Information Technology	Information Technology Director	☒ Server setup / configuration ☒ Domain names/setup ☒ Interface Customer IT Departments
Process Improvement / Management	Project Manager and Implementation Project Manager	☒ Process Mgmt. / Improvements
Product Documentation	Business Analyst, subject-matter expert, quality assurance, customer support	☒ On line Help Text ☒ User Manuals ☒ Product Glossaries

Program Coordination	Project Manager	☒ Interface to Customer ☒ Internal User Acceptance Testing ☒ Product / Customer Training

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B080A0-D809-4ACB-AFBA-F8BD5C813E83

Project Management	Project Manager and Implementation Project Manager	☐ Project Management ☐ Project Status
Quality Assurance	QA Analysts	☐ Test applications ☐ Manual Test Cases ☐ Automated Test Scripts ☐ Load Testing
Respective Client	Project Sponsor and/or Project Manager	☐ Project Objectives ☐ Scope Definition ☐ Requirements Approval ☐ Acceptance Testing

Communications:

Communication is essential to the success of any project. The overall goal is to ensure timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information to the appropriate parties. Communication provides critical links among people, ideas, and information that is necessary for success.

Communication planning involves determining the information and communication needs of stakeholders and project team members. It identifies who needs the information, when they will need the information, and how the information will be given to them. In addition to discussing communications in the kick-off document, a formal Communications Plan will be developed and delivered as specific project deliverable. We have attached a sample Communications Plan to the Appendix of our response.

OZ Systems values ongoing communication and employs every method possible for communication with our clients. Below are the methods of communication that will be used for projects:

Email Messaging:

Any project team member can initiate an e-mail to gather or distribute information. It is important that the Project Manager role be copied on e-mail messages to alert him/her of information that might impact (positively or negatively) the project's milestones or deliverables. Team members are encouraged to

DocuSign Envelope ID: 6672251D-B44A-495C-B689-D4C692F322E4
DocuSign Envelope ID: 6672EE37-6A43-4884-B49C-2B785E05474E
DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B70F
DocuSign Envelope ID: 71B060A0-0809-4ACB-AFBA-F8BD5C613E85

schedule brief meetings, when possible, to avoid large email chains and collaborate as much as possible in the team rooms.

Instant Messaging (IM):

The project team uses IM to communicate ideas, issues, and questions to reduce emails and facilitate timely responses. As with email messaging, project team members should exercise judgment to determine if a face to face meeting would be more productive.

Meetings:

Meetings will be held to capture project status, coordinate project activities, facilitate communication, and provide a forum for peer reviews of tasks such as requirements, design, coding, and testing. All project team members are expected to attend meetings and provide status as requested.

- ✓ Agendas- An agenda or a clear objective for meetings will be provided in the invite so team members will be prepared for the discussion and the purpose of the meeting can be accomplished. Team members should be cognizant of other's responsibilities when scheduling meetings so that all team members' time can be used wisely.
- ✓ Minutes- The purpose of meeting minutes is to create a record of decisions made, items discussed, and accomplishments reviewed, action items created and assigned. All minutes should be recorded in JIRA on a "Review" work item type so they can easily be accessed. The minutes assist those in attendance to recall information discussed and provide information for those who did not attend. Prior to the meeting, a team member will be assigned the role of scribe (note taker) and will be responsible for documenting and distributing minutes. After the meeting, the minutes should be distributed by the next business day.
- ✓ Action Items- The purpose of action items are to be sure tasks assigned from meetings are addressed and followed up. Items should be assigned to a specified project member along with a due date for completion. Action items should be logged in JIRA for project team members on a work item type of "Task." If a project team member cannot complete an action by the due date requested they should notify the project manager role and team along with providing a new target date. The person assigning the action item should also follow up to be sure the action has been addressed and completed as requested.

Reporting:

A project requires several types of reporting to the stakeholders. At a minimum the following type of reports will be provided for each project. The frequency of reporting will be documented in each project Kickoff Document. In order to report accurate data and latest status, each project team member at OZ Systems updates their task in JIRA on a weekly basis. The Project Manager will work with the team and ensure tasks are updated. These updates inform reporting for:

- Status Reports (Project Team/ Executives/ Senior Managers)
  - ✓ Project Plans
  - ✓ Budget Tracking

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058
DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4
DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E
DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC63E7B7DF
DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

- Customer Status Reports (Frequency will be determined at customer kickoff meeting)
- Change Control Reports
- Action Items
- Bugs

Training Plan:

Training plans for projects will be created by the Project Manager based on the respective customer's contract requirements. The high level plan for each project should be documented in the Kickoff Document. Internal training should also be completed for OZ's customer support staff. Training plans are a formal deliverable in this project.

Measurement Objectives:

For each project the specified measurements below will be documented and collected. If there are any differences/ changes in measurements based on the project size it will be documented in the project's Kickoff Document.

Measurement objectives for projects:

Objective/ Goal	Metrics	Storage/ Location of Data	Reporting
Meet cost and schedule commitments ☑ *Are we spending the planned number of hours on the project to complete it?* ☑ *Are we hitting our milestones?*	Planned verses actual effort for each project (i.e. schedule, budget, hours) The number of days each milestone is early or late	Internal Management System to be formatted for customer reporting as needed	Report at weekly status meetings Report at executive/ senior meetings

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060AD-DB09-4ACB-AFBA-F8B05C813E65

Reduce rework *How much time do we spend on rework now?* *How does this compare with our development time and are we improving?*	Percentage of project time spent on re-work	Internal Management System to be formatted for customer reporting as needed	Report at weekly status meetings Report at executive/ senior meetings
Reduce Change Requests- *Are we accurately capturing the client's business and functional requirements?*	Number of change requests per project	Internal Management System to be formatted for customer reporting as needed	Report at weekly status meetings Report at executive/ senior meetings

Performance Measures:

The Contractor shall meet the following performance measures:

1. On-time delivery of software installation;
2. Timely roll-out schedule;
3. Training outcomes ensure participants are able to demonstrate system proficiency by an eighty percent (80%) or higher on post-training evaluations and by adopting the new system on the proposed go-live date;
4. The State can access all documentation;
5. Project meetings and communications allow for state input and updates to the plans; and
6. Status reports are provided and project milestones are communicated on status meeting agendas and via updates outlined in this Contract.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F8BD5C813E83

EXHIBIT J – SOFTWARE

1. LICENSE GRANT

1.1. (SAAS) – Grant of Rights

The Contractor hereby grants to the State an irrevocable, non-exclusive, non-transferable, limited License to use the Software and its associated Documentation, subject to the terms of the Contract and written approval by the Contractor. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, 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 – Not Applicable (N/A)

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.

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.

3. SOFTWARE AND DOCUMENTATION COPIES

The Contractor shall provide the State with a sufficient number of hard copy versions of the Software associated documentation and one (1) electronic version in PDF Format. .

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F6BD5C813E85

4. RESTRICTIONS

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

4.1.1 Remove or modify any program markings or any notice of the Contractor's proprietary rights;

4.1.2 Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or

4.1.3 Cause or permit reverse engineering, disassembly or recompilation of the programs.

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

4.2.1 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.

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.

7. SOFTWARE NON-INFRINGEMENT

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

7.2. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third party Software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and

Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third-party.

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

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

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

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

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

7.5 If the Contractor believes or it is determined that any of the contracted works 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 works 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 works 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 works with any products or Services not provided by the Contractor without the Contractor's consent.

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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8BD5C813E65

9. SOFTWARE ESCROW

9.1. Contractor shall provide to the State the currently existing source code and any other tools and requirements necessary to create executable or interpretive programs in accordance with Attachment 2 – Escrow Service Agreement, which is attached hereto and incorporated by reference within.

9.2. Contractor shall be responsible for all costs associated with the Escrow Agreement and the State shall not assume any liability to the Contractor or Escrow Agent as a result of the Agreement.

9.3. 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"):

9.3.1. The Contractor has made an assignment for the benefit of creditors;

9.3.2. The Contractor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;

9.3.3. A receiver or similar officer has been appointed to take charge of all or part of the Contractor's assets;

9.3.4. The Contractor terminates its maintenance, operations, and support services for the State for the Software or has ceased supporting and maintaining the Software for the State whether due to its ceasing to conduct business generally or otherwise, except in cases where the termination or cessation is a result of the non-payment or other fault of the State;

9.3.5. The Contractor defaults under the Contract; or

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

9.4. 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.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F88D5C813E65

EXHIBIT K - WARRANTY & WARRANTY SERVICES

1. WARRANTIES

1.1. System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2. Software

The Contractor warrants that the Software, 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, the State's remedy, and the Contractor's entire liability, shall be:

a. the correction of program errors that cause breach of the warranty, or if the 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 the 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 the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3. Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") 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.

1.4. Viruses; Destructive Programming

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5. Compatibility

The Contractor warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by the

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-D809-4ACB-AFBA-F8BD5C813E63

Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.6. Services

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

1.7. Personnel

The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.8. Breach of Data

The Contractor shall be solely liable for costs associated with any breach of State Data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB3C-67CA-4A82-ADD1-8D8C83E7B7DF

DocuSign Envelope ID: 218060A0-D609-4ACB-AFBA-F8BD5C813E65

EXHIBIT L – TRAINING SERVICES

1. TRAINING SERVICES

The Contractor shall provide Training Services that include, but is not limited to:

- A training leader with a comprehensive understanding of the Integrated Data Management System to work closely with the State to ensure training remains relevant and timely for all Stakeholders.
- Role-based training focused on the essential skills, and demonstrates how to apply that information in scenarios that are meaningful for users; from State Users to screeners and program managers at birthing facilities.
- In person or web-based training that mirrors the production systems for Users to practice.
- Training materials, approved by the State prior to trainings commencing.
- Participant Training Evaluations distributed at the close of each training session to gain timely and actionable feedback.

1.1. Curriculum Deliverables:

1.1.1. Training, referred to as OZmosis™, provided which included train-the-trainer sessions, direct education of users throughout the roll-out of the system, user manuals and a learning management portal with additional resources.

1.1.2. The online learning management system (LMS) is used to facilitate just-in-time training by the divergent team of stakeholders. No specific equipment is required for the LMS trainings other than a computer with access to the internet.

1.1.3. A smart and intuitive online LMS supplemented the training and development efforts to train the large number of screening staff in hospitals to allow both state and hospital administration to manage distinct groups by facility and view reports of learning activities such as how many users have accessed the training site, time spent training, scores on quizzes and successful training completion.

1.1.4. Continuing technical assistance, eSP™, is available for basic users, advanced users and program managers which are customized in content and duration based on the needs identified by DHHS staff.

1.1.5. Training curriculum includes cases applicable to the screening staff and State.

1.1.6. Onsite training shall take place originally for hospital program managers and State staff for eSP™, followed by tailored webinars for specific topics on the use of interoperability tools as they are rolled out and web-based support for the "train-the-trainer" approach.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F6B05C613E85

1.1.7. Program managers are provided with the skills to return to their hospitals and train additional screeners to enter data in eSP™.

1.1.8. Basic and advanced screener training for Hospital Users is provided. The Basic screening is designed for the screener, and the advanced training is designed for the program manager.

1.1.9. State Program managers receive both training modules at the first onsite training. The first onsite training introduces eSP™ users to the specific capacity they utilize, a communication plan for roll-out, and hands-on experience for building the skill set of program managers to train additional users at their hospital.

1.1.10. The simple basic screener training focuses on the relevant components of the system for each specific role.

1.1.11. Advanced training covers more in-depth information along with letters and other communications.

1.1.12. The Contractor conducts hospital program manager training covering analysis and performance.

1.1.13. The timeline of subsequent trainings tailored to participants and the stages of roll-out are defined in the project management plan as agreed upon by the Contractor and the State.

1.1.14. Basic screening training topics include, but are not limited to:

1.1.14.1. Purpose of the system.

1.1.14.2. Overview of the system and tools.

1.1.14.3. Best practices for reporting and state specific rules/legislation.

1.1.14.4. Accessing the system and its functions.

1.1.14.5. Security and confidentiality issues.

1.1.14.6. Entering data.

1.1.14.7. Basic searches.

1.1.15. Advanced screener training includes, but is not limited to:

1.1.15.1. Understanding roles and permissions.

1.1.15.2. Generating reports and letters.

1.1.15.3. Monitoring program compliance.

1.1.15.4. Adding and removing users.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

1.1.16. Upon training completion, participants are equipped with the knowledge to:

- 1.1.16.1. Log in;
- 1.1.16.2. Find support;
- 1.1.16.3. Add a patient;
- 1.1.16.4. Identify required fields;
- 1.1.16.5. Update risk factors;
- 1.1.16.6. Find to do lists;
- 1.1.16.7. Add/review screening results;
- 1.1.16.8. Edit patient records;
- 1.1.16.9. Identify outcomes;
- 1.1.16.10. Update;
- 1.1.16.11. Professional information;
- 1.1.16.12. Make appointments;
- 1.1.16.13. Identify patient reminders;
- 1.1.16.14. Create a letter;
- 1.1.16.15. Upload a letter template;
- 1.1.16.16. Generate a patient letter;
- 1.1.16.17. Transfer a baby to another facility electronically;
- 1.1.16.18. Perform searches;
- 1.1.16.19. Exports and save these for future use;
- 1.1.16.20. Identify and merge duplicate records;
- 1.1.16.21. Enter and edit patient case notes (Audit Trails);
- 1.1.16.22. Update user preferences;
- 1.1.16.23. Perform reports and baby by baby reconciliation;
- 1.1.16.24. Enter hearing screening results and diagnostic data; and
- 1.1.16.25. Be able to navigate the Patient Journey.

1.1.17. Interactive training sessions held encouraging participants to provide input to continuously improve trainings.

1.1.18. Training evaluations distributed at the end of each training. Evaluation feedback is available to State staff as necessary.

1.1.19. Training formats, topics, duration and length are adjusted based on participant

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-0B09-4ACB-AFBA-F8BD5C813E85

outcomes and feedback.

1.1.20. Training completion certificates are generated and distributed to training participants.

1.1.21. State User training is provided in the onsite or web-based training. This training is tailored to include system administrator tasks, advanced reporting functionalities and orientation to the learning management system functionalities.

1.1.22. State Users are prepared to use the system for daily monitoring and reporting, and have an understanding of the end user roles and training content for screeners and Hospital Users.

1.2. Training timeline:

1.2.1 The Contractor's initial roll-out of onsite or web-based training provided to State Users shall take three (3) days: 1 day for state training, 1 day for basic screener training, and 1 day for advanced screener/program manager training.

1.2.2 The Contractor shall conduct onsite trainings at a central location or web-based trainings for a group of Hospitals Users as determined by the State.

1.2.3 The Contractor shall host weekly web-based trainings and online learning following the initial training as needed to address special topics and provide additional support and education.

1.3. Materials and User Guides:

1.3.1. The Contractor shall provide OZ eSP™ user manuals to State Users for review.

1.3.2. The Contractor shall provide User Guides for hearing screening, Critical Congenital Heart Disease (CCHD) screening, NBS screening, NANI, Telepathy tools, audiology, advanced reporting and the early intervention modules as needed. The training manual is designed for an intended hospital program manager, the screener, the State or administrator. User Guides parallel initial training and are comprehensive in general system use and specific module use.

1.3.3. The Contractor shall provide an online guide and also a hard copy as requested. Guides will be available electronically on the learning portal. User guides are updated when updates are made.

1.4. LMS:

1.4.1. The Contractor shall provide training sessions on the LMS with formatted materials used in the programs. Training sections will cover each module. Collateral materials will be made available to all train-the-trainer staff participating in the training sessions. Pre-recorded training sessions are available for specific topics. Training resources are available to State User

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218080A0-DB09-4ACB-AFBA-F8BD5C813E65

and hospital Users.

1.4.2. The Contractor shall be flexible to support more web-based instruction vs onsite training should that format be more conducive to Hospital Users attendance and schedules.

1.4.3. The Contractor shall provide web based training and onsite training based on specific user needs.

1.4.4. The Contractor shall provide onsite training or web-based training for initial rollout to promote buy-in and initiate a "train the trainer" process. With our online learning management system, new user training topics are also accessible in a web-based format. We also offer the option for live webinars as needed. We provide a mixture of these training formats for all our tools for multiple customers. For example, currently in Texas we provide a live webinar for EHDI program managers every other month, recorded online new user training, and onsite training annually for new hospital programs. We can be flexible to develop a mix of training format that best meets the needs of the work plan for this project.

1.5. System Documentation:

1.5.1. The Contractor shall provide training documentation that includes:

1.5.1.1. Agendas for live sessions;

1.5.1.2. User manuals for all users; and,

1.5.1.3. Quick guides to conveniently highlight key processes.

1.5.2. The Contractor, utilizing its smart and intuitive online LMS to supplement training and development efforts, will allow the State to:

1.5.2.1. Manage users by facility,

1.5.2.2. Decide who has access to the training, and

1.5.2.3. View reports to know who has accessed training, what subject area of training, scores on quizzes, and which participants have received certificates of successful completion. Users will have 24/7 access to courses and user guides for self-paced learning, reference, and FAQs.

1.5.3. The Contractor shall provide the LMS, access to recordings of previous live webinars, user guides, training slides, quick guides, and access to the Trainer to ensure refresher training can be implemented at any time in a format that best meets the needs of the state.

1.5.4. The Contractor shall maintain training manuals, agendas, and example recordings from new-user trainings and provides updates to trainings, documentation, and user guides prior to new releases as part of the pre-production process.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B589-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A62-ADD1-6DBC63E7B7DF

DocuSign Envelope ID: 21B080A0-DB09-4AC8-AFBA-F8BD5C813E65

1.5.5. The Contractor shall provide a State-specific user manual for all installations ensuring screenshots, workflows and steps mirror what the user sees in the State-specific version of eSP™.

1.5.6. The Contractor shall ensure manuals include State logos and do not include any features not included in the State management system.

1.5.7. The Contractor shall deploy a log-in page.

1.5.8. The Contractor shall include State logos on all materials published in collaboration with the State

Remainder of this page intentionally left blank.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8B05C613E65

EXHIBIT M – AGENCY RFP WITH ADDENDUMS, BY REFERENCE

1. AGENCY RFP WITH ADDENDUMS, BY REFERENCE

RFP DHHS-2019-051 Integrated Data Management System for Maternal and Child Health Screening Programs, dated September 27, 2019, is hereby incorporated and referenced as fully set forth herein.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F6BD5C613E65

EXHIBIT N – VENDOR PROPOSAL, BY REFERENCE

1. VENDOR PROPOSAL, BY REFERENCE

OZ Systems USA, LLC Proposal in response to RFP DHHS-2019-051 dated September 27, 2019 is hereby incorporated and referenced as fully set forth herein.

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E85

EXHIBIT O – CERTIFICATES AND ATTACHMENTS

1. CERTIFICATES AND ATTACHMENTS
   - 1.1.1. Attachment 1 – Business System and Technical Requirements
   - 1.1.2. Attachment 1B – State Agency Exhibits
   - 1.1.3. Attachment 2 – Contractor's Software Escrow Agreement
   - 1.1.4. Contractor's Certificate of Good Standing
   - 1.1.5. Contractor's Certificate of Vote/Authority
   - 1.1.6. Contractor's Certificate of Insurance

Remainder of this page intentionally left blank

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A52-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4AC8-AFBA-F8BD5C813E63

New Hampshire Department of Health and Human Services

Exhibit P

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-67CA-4A62-ADD1-8DBCB3E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E63

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 318060A0-DB09-4AC8-AFBA-F8BD5C613E85

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-8A43-4884-849C-2B785ED5474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F68D5CB13E65

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F88D5C013E65

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.).

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AF BA-F8BD5C813E85

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F88D5C813E65

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B000A0-DB09-4AC8-AF8A-F6B05C613E85

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A62-ADD1-8DBCB3E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F8B05C813E65

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

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4AC8-AFBA-F8BD5C613E65

Attachment 1

Business System and Technical Requirements

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
[illegible]					
[illegible]	The system shall allow for the system administrator to [illegible]				
[illegible]	Have a unique identified login consisting of a username and password to access the System	M	Yes	Standard	OZ System meets this requirement fully. This web-based system is used in multiple jurisdictions with own accounts and password meeting agency requirements. OZ eSPH offers standard username/password authentication and security tokens provided to users to access the system. Credentials cannot leave the browser as are transported securely via SSL to our servers, where robust, industry standard and largely off-the-shelf authentication libraries from Microsoft compare the supplied username and (hashed) password against database records. Upon successful login, the database supplies a session token that is utilized for subsequent interactions confirmation that the user is logged in. User based security and auditing down to the field level are available. The system has the ability to assign user access to specific modules and functionality by module. All modules have been administered permission to enable the software security and configurability and a rule-based audit trail will be maintained system wide and user level events. State administrators can assign user rights individually in a robust eSPH has managing roles so that group specific functions or facilities can be and those who have access to those facilities can be maintained by system administrators at the state. The access rights for authorized users (those who only role based access has fine grained control in terms of specific areas of [illegible] e.g. hearing screen, results list) and down to the task level in a combination of roles.
[illegible]	Ability to assign Facility ID to a current User Name/password	M	Yes	Standard	OZ System meets this requirement fully
[illegible]	Add, modify and delete screening, birth diagnostic and follow up information based on role	M	Yes	Standard	OZ System meets this requirement fully. Authorized personnel will be granted only by permission rights. Add, modify and delete the birth screen, diagnostic and follow up information can be granted the access rights
[illegible]	View reports based on role	M	Yes	Standard	OZ System meets this requirement fully. Reports are available based on role. For example, State level users may run reports for all facilities, but a hospital program manager may only run compliance reports for their facility. The access rights to run reports may also be assigned by certain roles.
[illegible]	Perform a functional search for compare of the NH vital records birth certificate record against the NH Newborn data management database and produce output (separate screen) of unmatched birth records	M	Yes	Standard	This requirement is met and in use in other jurisdictions. OZ System match and compare records in the system screening database to records from the Vital Records database. We propose to load our vital records to compare records against the OZ eSPH database to the vital records data set and identify unique records within each data set. Vital records reporting compare records reported to the State's Vital Statistics System and the records reported to eSPH, detecting differences between the two. A comparative matching algorithm is used to identify those records not reported in Vital Statistics as well as those not reported to eSPH. The output is separated into two files: the first listing records from the external data set which do not have a match with the OZ eSPH database, and the other listing records from OZ eSPH which do not have a match in the external data set. The vital records matching and lookup draw graphic data elements for parents and mother that are used in the matching logic. The data in the same vital records data set then serve as input for the vital records in OZ eSPH for those patients. Some customization may be required by NH.
[illegible]					
[illegible]	The system shall allow for the system administrator to [illegible]				
[illegible]	Assign and maintain unique user name and password for NH integrated data management users, including granting permissions based on role	M	Yes	Standard	OZ System meets this requirement fully. Users must have a unique profile with a user name. Accounts can be managed by the administrator.
[illegible]	Have a unique login consisting of a username and password to access the administrative interface	M	Yes	Standard	OZ System meets this requirement fully with a web-based system to use in multiple jurisdictions with own accounts and password meeting agency requirements. OZ eSPH offers standard username/password authentication and security tokens provided to users to access the system. Credentials cannot leave the browser as are transported securely via SSL to our servers, where robust, industry standard and largely off-the-shelf authentication libraries from Microsoft compare the supplied username and (hashed) password against database records. Upon successful login, the database supplies a session token that is utilized for subsequent interactions confirmation that the user is logged in.
[illegible]	Ability to run standard and custom reports	M	Yes	Standard	OZ System offers standard and custom reports meeting all requirements in this RFP. We have provided a detailed table listing some of our COTS reports and described our reporting process in the response to the Narrative A4 that reporting section. While the OZ reporting tools in eSPH NH can access reports that meet all of the examples provided in the RFP

11/13/2020

DocuSign Envelope ID: 0E7DF026-718B-4577-A6C4-365BC514805B

DocuSign Envelope ID: 8F1229D-0A7A-4930-8009-D4D0B2F5227C

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F68D5C813E85

Attachment 1

Business System and Technical Requirements

03.4	Ability to assign viewing of fields based on user	P	Yes	Standard	Role based security and enabling access to the field level are available. The system has the ability to create user access to specific modules and functionality is configured by [illegible]. All modules have user role-based permissions available that enhance security and confidentiality and [illegible] each end user with customized system access and user [illegible]. Role administrators can assign user rights individually or in a group. [illegible] can assign modules, user group specific hospitals or facilities to operators and [illegible] facilities can be controlled by system administrators at the [illegible]. The access rights for each client user allow access only role-based access but [illegible] granted control in terms of specific areas of control (e.g. hospital versus non-hospital) and down to the unit level or a combination of a role.
	[redacted]				
	The successful vendor will provide an integrated data, [illegible] system that allows for:				
03.1	User Access Model - Up to 200 Named Users Both internal and external users access [illegible] and administratively separate hospitals, [illegible] facilities, and home care operations.	M	Yes	Standard	OZ System meets this requirement fully. We have installations in states as large as [illegible] with over 150 nursing facilities and thousands of users.
03.2	A help desk for system administrators and other users on service during normal business hours.	M	Yes	Standard	OZ System meets this requirement fully. OZ System has over [illegible] years of experience providing system Help Desk support and already has a team of help desk professionals assigned to handle calls and email requests. Consumer support services can be reached by email or via a toll free (800) number during normal business hours. The OZ Help team provides consumer support for problem/troubleshooting form, technical support, and system upgrades for the duration of the contract. The OZ System consumer support staff are trained on all applications described in this response, and use the tiered consumer support model described below allows for quick escalation to subject matter experts as the [illegible] as needed.
03.3	Interfaces to other reference systems including KH Vital Records, Labs, Chronicle Health Records, EDW, Counter Tracking Systems and Special Screening Programs including options for real time transmission or scheduled jobs. (Using Standard Based Specifications)	M	Yes	Standard	OZ System meets this requirement fully. We have existing interfaces meeting these requirements in multiple jurisdictions. We offer vital records matching, and we [illegible] provides [illegible] for exporting electronic lab orders and response and receiver matching, the OZ NANI Tool interfaces with hospital EMRs to request and receive data graphic lab results and the OZ Tele-path and response results directly from reporting devices. We have developed each of these interfaces in detail in the functional section of the Narrative response.
03.3.1	- Ability to configure for new records and updates (i.e. name changes)	M	Yes	Standard	OZ System meets this requirement fully. NANI system records with name changes, and users can manually update demographic information
03.4	Ability to access Central and User defined Dashboards	P	Yes	Standard	OZ System meets this requirement fully. We have dashboard functions to make [illegible] in tracking behavior to need of risk. Additionally we offer an advanced reporting tool with dashboards that are configurable.
03.5	Ability to transfer State of NH data to the State of NH Chronicle Data Warehouse (CDW) system on a daily	M	Yes	Standard	OZ System can send a copy of the database to the CDW on a daily basis. We are experienced in data transfer such as this.
03.6	Ability to interface with Enterprise computer business analytic tools (i.e., Tableau, Cognos, OGI)	P	Yes	Standard	OZ System meets this requirement fully. We utilize flexible export formats for easy use in business analytic tools. We also offer our many advanced business analytics tools in the OZ advanced reporting tool offered in our proposal.
03.7	User defined fields per program - [illegible]	P	Yes	Standard	OZ System meets this requirement fully. We can create fields based on business rules regarding specific formatting in a field.
03.7.1	- Ability to remove the field	P	Yes	Standard	OZ System meets this requirement fully. Fields can be removed based on business rules.
03.8	Automated matching against existing information on file to have information in KD weighting configuration	M	Yes	Standard	OZ System offers automated matching
03.8.1	- Allow for manual matching and rematching	M	Yes	Standard	OZ System meets this requirement fully. Records can be manual and rematched manually.
03.9	Screening data to be accepted in the system within an Vital Records date	M	Yes	Standard	OZ System is designed to accept screening data within vital record data. Our record matching process happens several ways including manual creation, demographic file import, or via NANI. While we recommend every record match prior to uploading screening results, screening data can be added to the system before a record is created and then assigned to a record once the demographic data are added.
03.9.1	- Ability to report unmatched records	M	Yes	Standard	Yes, OZ System offers the ability to report unmatched records
03.10	Ability to use HL7 based interface capabilities	M	Yes	Standard	OZ System meets this requirement fully. We have HL7 based interface capabilities that include but are not limited to demographic information, screening information, and communicating back to DHHS. Our HL7 capabilities are described in more detail in our response to the interface capability in the narrative.
03.11	Ability to view partial records sharing specific data with one or more user facility	M	Yes	Standard	OZ System meets this requirement fully. Multiple providers can have access to a record provided the provider is added to a service.
03.12	Ability to use multi-web browsers (i.e., Internet Explorer, Firefox, Chrome, etc.)	M	Yes	Standard	OZ System meets this requirement fully. OZ [illegible] can be accessed from any device, including handheld devices with internet access. Consumers use the appropriate [illegible] with many browsers including Internet Explorer, Chrome, Safari, and Firefox. OZ System recommends Internet Explorer for optimal performance
03.13	Ability to use standard coding, i.e., ICD 9 & 10 Codes	M	Yes	Standard	OZ System meets this requirement fully. Standard coding [illegible] to use CDC [illegible]
03.14	API capabilities	P	Yes	Standard	OZ System meets this requirement fully. We have API capabilities
	[redacted]				
	The Vendor Shall:				

TF

11/13/2020

DocuSign Envelope ID: 0E7DF026-718B-4577-A6C4-365BC514805B

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC63E7B70F

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Attachment 1

Business System and Technical Requirements

B4.1	Maintain expertise in providing the comprehensive hosting and solution for the integrated data management application and database	M	Yes	Standard	We understand and will comply. OZ System provides a team of professionals to serve in every project. Staffing details are explained in our response in Appendix B
B4.2	Provide to the NH Project Manager, documentation on backup procedures as well as hosting provider and redundancy	M	Yes	Standard	OZ System will provide this information and we have summarized our back up and redundancy procedures in the response to the narrative
B4.3	Provide Documentation as well as the customization system, to include user manuals, schema and data dictionary, system documentation (logical and physical), and system operations	M	Yes	Standard	OZ System meets this requirement fully.
B4.3.1	– Provide Project Documentation, both electronic and paper	M	Yes	Standard	Paper copies of our manuals can be created upon request
B4.4	Make integrated data management system enhancement/upgrade requests and approved from the State of NH	M	Yes	Standard	OZ System meets this requirement fully. OZ System has a reliable integrated Product Development Lifecycle process that meets this requirement fully. The PDLC process is described in detail in our response to the Narrative
B4.5	Accommodate the training needs of NH integrated data management users, via scheduled training. Training will be scheduled to accommodate the training needs of new integrated data management users; to facilitate training users on the new NH integrated data management application in order to avoid a slowdown for training users.	M	Yes	Standard	OZ System meets this requirement fully and we have provided a summary of our approach to training in our response to the narrative
B4.6	Provide qualified vendor staffing for training NH integrated data management users	M	Yes	Standard	OZ System meets this requirement fully and we have provided a summary of our approach to training in our response to the narrative
B4.7	Provide qualified vendor staffing for data migration	M	Yes	Standard	OZ System meets this requirement fully and we have provided a summary of our approach to training in our response to the narrative
B4.8	Provide qualified vendor staffing for creating various system reports	M	Yes	Standard	OZ System meets this requirement fully and we have provided a summary of our approach to training in our response to the narrative
B4.9	Provide utility for ad hoc report creation	M	Yes	Standard	OZ System meets this requirement fully. Ad hoc reports are available for all modules and described in detail in our response to the narrative.
B4.10	Provide qualified vendor staffing to scan and electronically file in the system	M	Yes	Standard	We understand and will comply. OZ System provides a team of professionals to serve in every project. Staffing details are explained in our response in Appendix B
	The System Shall:				
B4.11	Allow New Hampshire DHHS System Administrator(s) and management personnel to enter data, make changes and maintain the electronic DHHS business mutually agreed upon by Lines and Vendor.	M	Yes	Standard	OZ System meets this requirement fully. The integrated child health record in CSP allows authorized users to create or update data in the module fields that can be done manually or via automated feeds.
B4.12	Allow NH DHHS System Administrator(s) to update, approve and maintain NH integrated data management system and services, including granting permissions based on role	M	Yes	Standard	OZ System meets this requirement fully.
B4.13	Allow NH DHHS System Administrator(s) to delegate network	M	Yes	Standard	OZ System meets this requirement fully. System administrators can have access rights to delegate access.
B4.14	Allow creation of NH integrated data management forms/screens	M	Yes	Standard	OZ System fully meets this requirement and it is in use in multiple jurisdictions. The OZ CSP™ System identifies which forms templates are applicable for a client based on workflow and other information. Forms can also manually be applied to clients. System screen includes views of what forms have been created and view for a client including date, time, user and modification. New forms templates can be created and old templates can be modified by authorized users.
B4.14.1	– Allow replacement of customized NH integrated data management application forms/screens	M	Yes	Standard	OZ System meets this requirement fully.
B4.15	Allow screen layout customizing forms via NH integrated data management system	M	Yes	Standard	CSP can be configured to add clients to programs based on field values. Core screens are available to currently open or key test information in phase one.
B4.16	Allow "Opt Out" Capability	M	Yes	Standard	OZ System meets this requirement fully. Our system captures opt out at the point of screening, refusal for further screening and this is configurable based on business rules.
B4.16.1	– Allow ability to identify Business Rules and parent(s)	M	Yes	Standard	OZ System meets this requirement fully. This information can be added as an informally created and is searchable and reportable
B4.16.2	– Allow ability to configure Business Rules	M	Yes	Standard	OZ System meets this requirement fully. We have configured our system to meet business rules for clients for over 20 years.
B4.17	Allow the ability to have applications in house or with the vendor	M	Yes	Standard	OZ System offers flexible options for hosting. We have clients who have in house and others who have chosen to host in our experience we find hosting with the vendor is the more cost-effective and cost efficient method
	[redacted]				
	The Vendor Shall:				
B5.1	Provide general system administration including, but not limited to the day-to-day management of the hardware, software, and all systems, and database	M	Yes	Standard	OZ System meets this requirement fully and we have described our process in our response to the narrative.
B5.2	Provide general system administration including, security monitoring in accordance with the Vendor's and the provide related vendor services	M	Yes	Standard	OZ System meets this requirement fully and we have described our process in our response to the narrative.
B5.3	Provide administrative services to include backing up the hardware and software administration; root and permission table administration; and data exchanges with other related software systems, e.g. NCH Data Warehouse, etc. NCH Data Hub	M	Yes	Standard	OZ System meets this requirement fully and we have described our process in our response to the narrative.

11/13/2020

DocuSign Envelope ID: B872251D-B44A-495C-B689-D4C692F322E4

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-BA43-4884-B49C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8BD5C813E85

Attachment 1

Business System and Technical Requirements

[illegible]	Provide general system administration functions, functions related to the day-to-day management of the hardware, software, network, system, and database	M	Yes	Standard	OZ System meets this requirement fully and we have described this process in our response to the narrative.
[illegible]					
BCM	The system shall provide for:				
BCM.1	Web-based data entry of Birth Condition screenings	M	Yes	Standard	OZ System meets this requirement fully. Our current version allows for entry of birth condition screening on a user friendly web form
BCM.2	Ability to add confirmation that child has been tested in the SMS (Special Medical Services) NM state system	M	Yes	Standard	OZ System allows for added test parameters and numerous to verify, to be exported to the Interpreted child health record
BCM.3	Ability to handle "Opt Out" conditions per NM Administrative Code	M	Yes	Standard	OZ System meets this requirement fully
BCM.3.1	- NM Public Health F 2017.04 (c) Revised as [illegible] BIRTH CONDITIONS PROGRAM	M	Yes	Standard	OZ System meets this requirement fully
[illegible]					
BCD	The system shall provide for:				
BCD.1	Data Dictionary examples - See Attachment A1	M	Yes	Standard	OZ System proposed solution includes the data dictionary in this table
BCD.2	Data Migration from the current system - ALL Years	M	Yes	Standard	We are prepared to migrate legacy data. We have proposed solutions that has been successful for us in past legacy data migrations. Migration is described in detail in our response to the narrative.
BCD.3	Ability to meet field-based edits	M	Yes	Standard	Core edits are standard in every child health record in cSP.
BCD.3.1	- Hard Edit	M	Yes	Standard	Hard edit data can be added in several portions of the child health record
BCD.3.2	- Soft Edit/Warning	P	Yes	Standard	OZ System can define limits based on business rules. Soft edit warnings can be set.
BCD.4	Reporting				
BCD.4.1	- Reports examples (Includes Federal Reporting & Program Reporting UNHDPH - National Child Uniform Performance) See Attachment A8	M	Yes		OZ System allows reports and reporting functions meet these requirements fully. The OZ Advanced reporting tool accommodates all reports in A8
BCD.4.2	- Ability to create Letters (Web Templates) See Attachment A1.9.10	M	Yes	Standard	OZ System letters feature ability which requirement meets this requirement fully.
BCD.4.3	- ICD 9 and 10 codes for screening & reporting See Attachment A1.11	M	Yes	Standard	OZ System meets this requirement fully
BCD.4.4	- Ability to "Save As" for reports (e.g., pdf, doc, xls, etc.)	M	Yes	Standard	Report output can be saved in several formats. Additionally, report filters and report formatting can be saved for future use
[illegible]					
CCH	The system shall provide for:				
CCH.1	Web-based data entry for CCHD screenings	M	Yes	Standard	OZ System CCHD module allows for web-based entry of screening results that can be entered or the screening form by a clinician or telepathy CCHD
CCH.2	Electronic Health Record (EHR) data	M	Yes	Standard	OZ NAM provides an easy and verifiable data graphic information directly from the EHR in real-time
CCH.3	Capturing results from screening special devices	M	Yes	Standard	OZ Telepathy CCHD meets this requirement fully capturing data directly from Oximeters
CCH.4	Timely Data - Within 24 hours of screening	M	Yes	Standard	OZ System does not work when NAM system happens to crash or the EHR is, captured and screening results are available in real or near real time or added manually.
[illegible]					
CCD	The system shall provide for:				
CCD.1	Data Dictionary examples - See Attachment A2	M	Yes	Standard	OZ System meets this requirement fully. We have CCHD installations in multiple jurisdictions meeting the data dictionary requirements in Attachment A2.
CCD.2	Reporting				
CCD.2.1	- Reports examples See Attachment A2	M	Yes	Standard	OZ System meets this requirement fully. We have CCHD installations in multiple jurisdictions meeting the reporting requirements in Attachment A2. Our current CCHD report mirrors the elements and formatting in the example.
CCD.2.2	- Ability to "Save As" for reports (e.g., pdf, doc, xls, etc.)	M	Yes	Standard	OZ System meets this requirement fully. Reports and exports may be saved in multiple file formats including but not limited to Excel, .csv for easy sharing, display, and integration with other statistical software.
CCD.3	Ability to meet field-based edits	M	Yes	Standard	Core edits are standard in every child health record in cSP
CCD.3.1	- Ability to determine an hidden regarding further care and intervention	M	Yes	Standard	OZ cSP has a mechanism of care coordination starting at stages of the process. It allows for and care paths and intervention tracking providers when or before another care and/or needs further care
CCD.3.2	- Ability to determine care coordination is needed	M	Yes	Standard	Care Coordination is a module in cSP. Users can start phone calls and care coordination efforts, know balance in need of care coordination and can report on outstanding care coordination efforts.
CCD.3.3	- Hard Edit	M	Yes	Standard	OZ System meets this requirement fully. We implement edits for all fields.
CCD.3.4	- Soft Edit/Warning	P	Yes	Standard	OZ System meets this requirement fully.
[illegible]					
UHDI	The system shall provide for:				
UHDI.1	Web-based data entry of UHDI screenings	M	Yes	Standard	OZ System meets this requirement fully. UHDI screenings can be added to the cSP as a web-based integrated child health record and other mandatory through a web form, manual file file import format from screening devices, or via automated import via Telepathy UHDI.

DS

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8D8C83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F8BD5C813E85

Attachment 1

Business System and Technical Requirements

[illegible]	Capacity to [illegible] from screening special devices	M	Yes	Standard	OZ System meets this requirement. We capture results from screening devices in multiple jurisdictions. This may be done via manual file import from screening devices or via secure import via the client-side Telepathy EMDI tool. We offer both options in this proposal.
[illegible]	Capability to flag high-risk infant screening and diagnosis	M	Yes	Standard	OZ System meets this requirement in full. We offer a combination of our EMDI solution covering all Joint Commission infant Newborn requirements. We capture all elements in the COC survey. We capture risk indicators as defined by ICON and rule based case paths trigger monitoring screening as referred to medical geneticist on duty. Current and non-current. For example, if an infant is assigned into family history of hearing loss and passes a hearing screen, OZ eP will trigger a risk monitoring screening case path for later follow-up. If a hearing screening is marked as indicated for medical referral, the case is closed to refer to medical genetics and schedule and appointment.
[illegible]					
[illegible]	The system shall provide for:				
[illegible]	Data Elements - complete - See Attachment A1	M	Yes	Standard	OZ System meets this requirement fully and these data elements are in use in multiple jurisdictions. We offer all the elements recommended by COC for EMDI-IS.
[illegible]	Data Migration from the mainframe - approximately 3 years	M	Yes	Standard	OZ System is prepared to migrate legacy data. We have offered this service to clients in the past, most recently to Delaware in 2013. We have legacy data migration planned in our proposed project plan.
[illegible]	Ability to meet deadlines and more	M	Yes	Standard	Case notes are standard in every child health service in eP
[illegible]	– Ability to determine or better regarding further case and interventions	M	Yes	Standard	OZ System offers a combination of case solutions for documenting case from screening, to diagnosis, to intervention. Visits and referrals to ED and specialists may be documented and amplifications and DSP does may be captured. Each addition of data prompts or triggers to case based on best practices.
[illegible]	– Ability to determine case coordination or needed	M	Yes	Standard	Case Coordination is an option in eP. Users can track phone calls and case coordination efforts, keep an inventory of case coordination and use reports summarizing case coordination efforts.
[illegible]	– Case Tracking	M	Yes	Standard	OZ System meets this requirement fully. We automatically track case [illegible]
[illegible]	– Unlike Platforms	P	Yes	Standard	OZ System meets this requirement in full
[illegible]					
[illegible]	Reporting				
[illegible]	– Reports examples See Attachment A1.1.6	M	Yes	Standard	OZ System offers ad hoc and canned reports covering all examples in Attachment A1. Our COC report is offered with an annual update to meet any updates from CDC.
[illegible]	– Ability to create Letters (with Templates) See Attachment A1.1.6-10	M	Yes	Standard	Letters with templates by case path are a standard part of eP. OZ System fully meets this requirement and is live in multiple jurisdictions. The OZ eP to OZ System interface has letter templates for applicable for a client based on a [illegible] and other information. Letters can also manually be applied to clients. System reminds [illegible] when letters have been created and sent for a client including date. Letters can be modified on the fly. New letter templates can be created and old templates can be archived by authorized users.
[illegible]	– Ability to "Save As" for reports (e.g., pdf, docx, xls, etc.)	M	Yes	Standard	OZ System meets this requirement fully. Reports and exports may be saved in multiple file formats including but not limited to Excel, .txt for easy sharing, display, and integration with other authorized software.
[illegible]					
[illegible]	The system shall provide for:				
[illegible]	Linking of the Newborn (that serves children newborn screening lab results)	M	Yes	Standard	OZ System meets this requirement fully we offer child record linking in multiple jurisdictions. With longitudinal demographic information available in real-time from EMRS, the user will have longitudinal annual reports to follow the screening process without the need for manual linking.
[illegible]					
[illegible]	The system shall provide for:				
[illegible]	Data Elements - complete - See Attachment A4	M	Yes	Standard	OZ System meets this requirement fully. All data elements in Attachment A are available.
[illegible]	Data Migration from the MCH Data Storage system - ALL data	P	Yes	Standard	We can accommodate legacy data migration and have included this as a deliverable in our project plan. We have provided legacy data migration for multiple jurisdictions.
[illegible]	Reporting				
[illegible]	– Reports examples See Attachment A9	M	Yes	Standard	OZ System offers reports that meet reporting examples in Attachment A. We have provided a list of some of the frequently used reports in the ad hoc reporting section of our narrative summary.
[illegible]	– Ability to "Save As" for reports (e.g., pdf, docx, xls, etc.)	M	Yes	Standard	OZ System meets this requirement fully. Reports and exports may be saved in multiple file formats including but not limited to Excel, .txt for easy sharing, display, and integration with other authorized software.
[illegible]					
VRD1	Vital Record Number ID - Shall be assigned by the MNVRIS system	M	Yes	Standard	OZ System can capture the number assigned by the system
VRD1.1	— Cause by other	M	Yes	Standard	We can configure this field with cause by other
VRD1.2	Vital Statistics - Data (numbers) in the MNVRIS must be NOT editable	M	Yes	Standard	We can configure these fields with cause by other
VRD1.3	All Vital Statistics Data populated in the program are mandatory and editable	M	Yes	Standard	Demographic data added in eP can be edited based on business rules while the background PHI health data. Because we are offering a background solution, the demographic data and options will be available on all programs (EMDI, NBS, CCHD, BCP)

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A02-ADD1-8D9C83E787DF

DocuSign Envelope ID: 218080A0-0B09-4ACB-AFBA-F8B03C813E63

Attachment 1
Business System and Technical Requirements

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web sites and hosted Data assets.	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
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	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
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	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
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	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
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	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
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	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	We understand and comply OZ Systems security testing meets this requirement fully. We have described our testing and security procedures in detail in response to the narrative.
T1.13	Provide the State with validation of 3rd party security review 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	We understand and comply OZ Systems security testing meets this requirement fully. We can provide this documentation at the state's request. We have performed third party reviews in the past and can provide the state with this validation to confirm it meets standards
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	We understand and will comply
T1.15	Vendor shall provide documented procedures for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	OZ Systems meets this requirement fully. Our UAT testing and migration procedures are described in detail in our response to the narrative.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C813E85

Attachment 1
Business System and Technical Requirements

T7.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology as more fully described in Appendix C-1, Testing Requirements: Section C-1.2 Testing.	M	Yes	Standard	OZ Systems meets this requirement fully. Our industry standard test methodology aligns with the methodology described in C-1 and C-1.2. We have included sample test plans in the appendix to our response and described our software testing in detail in our response to the narrative.
T7.2	The Vendor must perform application stress testing and testing as more fully described in Appendix C-1, Testing Requirements: Section C-1.2 Testing: Performance Testing and Stress Testing.	M	Yes	Standard	OZ Systems meets this requirement fully. Our industry standard test methodology aligns with the methodology described in C-1 and C-1.2. We have included sample test plans in the appendix to our response and described our software testing in detail in our response to the narrative.
T7.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	OZ Systems meets this requirement fully. We have documented procedures for sync of production with testing environments. We remove the database on the testing environment and scrub the data for testing purposes.
T7.4	The vendor must define and use disaster recovery procedures.	M	Yes	Standard	OZ Systems meets this requirement fully. We have a well-defined disaster recovery plan. This plan is attached in our response to the narrative Appendix D.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4AC8-AFBA-F88D5C813E85

Attachment 1

Business System and Technical Requirements

State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
[illegible]					
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 the infrastructure with expected availability of 99.982%	M	Yes	Standard	OZ System meets this requirement fully. We can provide documentation of our data center certification upon request. Our systems are housed in multiple, certified Tier III+ data centers in separate geographic regions of the United States to provide recovery and business continuity operations. All hardware maintained at 100% uptime and runtime at least N+1 redundancy, redundant.
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	OZ System meets this requirement fully.
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and other 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	OZ System does meet this requirement fully. We can provide documentation of our data center certification upon request.
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Yes	Standard	OZ System will comply with this requirement. We will ensure server patches, and critical updates comply.
H1.5	Vendor shall provide System security and application logs.	M	Yes	Standard	We understand and will comply.
H1.6	Vendor shall ensure on the backing of data repository.	M	Yes	Standard	We understand and will comply.
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	OZ System meets this requirement fully. Additional details on our backup and restore operations are in our response to the Narrative, Appendix D and in requirements H2.3 below.
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	We understand and will comply.
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 a remote dial-up connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	Standard	OZ System meets this requirement fully.
H1.10	The Vendor shall report any breach in security in conformance with State of NH RSA 359-C:20. Any persons engaged in trade or commerce that is subject to RSA 358-A:3, I shall also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons shall notify the New Hampshire attorney general's office.	M	Yes	Standard	We understand and will comply.
[illegible]					
H2.1	Vendor shall have a secure and disaster recovery plan that addresses the recovery of lost State data as well as Web hosts. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	OZ System meets this requirement fully. We have provided documentation of our disaster recovery plan in the Disaster Recovery portion of our response to the Narrative Appendix D.
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	OZ System meets this requirement fully. We have provided documentation of our disaster recovery plan in the Disaster Recovery portion of our response to the Narrative Appendix D.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	OZ System meets this requirement fully. Additional details are included in our response to the narrative and in section H2.3 below.
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	OZ System backup and disaster recovery plan meet this requirement fully and such documentation is provided in our response to the Narrative Appendix D.
H2.5	Scheduled back-ups of all servers must be completed regularly. The minimum acceptable frequency is differential back-up daily, and complete back-up weekly.	M	Yes	Standard	We do daily backup of the entire database and a transactional backup every 30 min. Since everyone 3 replicas in two locations, for every "Primary" database we maintain a "Mirror" copy that is real time identical copy. The Mirror is on a different server than the Primary. In the event of failure of the Primary the Mirror will take over as the data base within a few seconds. So while there will be an outage of a few seconds there should be no data loss. For every Primary database we also maintain another copy (the "Replica") on another server in another physical facility. This copy can have a delay in data coming up to 5 minutes. In the event that the Primary and the Mirror both fail we can promote this running copy of the database to major within an hour. So the maximum period of data loss will be 5 minutes and the system recovery will be less than one hour. For every Primary database we also perform incremental full backups on a daily basis and keep a copy of it for 3 days. In addition, we also perform continuous intra day transaction backups every 30 minutes. In the event that the Primary, Mirror, and Replica all fail then we can recover the system with at most a 30-minute period of data loss. Backup copies are routinely tested to determine that they can be restored. The time to recover in the event of this triple failure is less than 12 hours. Additional details on our disaster recovery, backup and security are outlined in our response to the narrative Appendix D.
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	N/A	N/A	This requirement is not applicable to our proposed solution as we do not forward tapes as part of the data. However, we have not understood what constitutes "Tapes" so we request our response to clarify our ability to meet this requirement.

DS

TP

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-A0D1-B0BC83E787DF

DocuSign Envelope ID: 21B080A0-0B09-4ACB-AFBA-F8BD5C813E65

Attachment 1

Business System and Technical Requirements

HU.3	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 stored off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	OZ System disaster recovery plans meet this requirement fully. Full details of our disaster recovery plan are provided in our narrative response
[redacted]					
HU.3	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Yes	Standard	OZ System designed software solutions with the security as a top priority. OZ System products support the encryption and masking of personally identifiable health related information and only for the management and transmission of documents to enable compliance with data security and privacy regulations and rulings under HIPAA, as well as corporate policies and guidelines with regard to security and confidentiality of electronic records. Based on our review of the security requirements outlined in this RFP and specifically in Appendix C-1, we believe OZ System meets the requirements fully. We have provided details on our hosting security including diagrams in our response to Topic 3 - Security in the narrative summary.
HU.7	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	OZ system meets this requirement fully. We have provided details on our hosting security including diagrams in our response to Topic 3 - Security in the narrative summary.
HU.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-virus, anti-malware, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have redundancy (servers, directors and firewall) protection.	M	Yes	Standard	OZ system meets this requirement fully. We have provided details on our hosting security including diagrams in our response to Topic 3 - Security in the narrative summary.
HU.4	All components of the infrastructure shall be firewalled and hardened to ensure they protect the State's hardware, software, and hosted data assets. You 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	OZ system meets this requirement fully. We have provided details on our hosting security including diagrams in our response to Topic 3 - Security in the narrative summary. We perform testing that aligns with this requirement.
HU.5	The Vendor shall review its complete composition with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	OZ system understand and we will comply.
HU.6	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor hosting infrastructure and/or the application upon request.	M	Yes	Standard	OZ system understand and we will comply.
HU.7	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	OZ System event logging meets this requirement fully.
HU.8	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	OZ System meets this requirement fully.
HU.9	The Vendor shall notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard	We understand and will comply.
HU.10	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and credit monitoring resulting from the breach.	M	Yes	Standard	We understand and will comply.
[redacted]					
HM.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	We understand and will comply.
HM.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	We understand and will comply.
HM.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	We understand and will comply.
HM.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.		Yes	Standard	We understand and will comply.
HM.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	We understand and will comply.

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F88D5C813E85

H4.6	The Vendor shall conform to the specific deficiency class as described: a. 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. b. 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 are enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. c. 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	We understand and will comply. The OZ internal class deficiency system described in our narrative summary meets this requirement fully.
H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (3) days a week with an email/telephone response within two (2) hours of request, or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Yes	Standard	We understand and will comply. The OZ internal class deficiency system described in our narrative summary meets this requirement fully.
H4.8	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	We understand and will comply.
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	We understand and will comply.
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	We understand and will comply.
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	We understand and will comply. We have change management and tracking policies outlined in response to the narrative.
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	We understand and will comply. This requirement aligns with our well-established defect monitoring policy outlined in the narrative summary.
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	We understand and will comply.
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	We understand and will comply.
H4.15	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	We understand and will comply.

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C613E65

Attachment 1
Business System and Technical Requirements

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extension thereof.	M	Yes	Standard	We understand and will fully comply with this requirement.
1.2	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	We understand and will fully comply with this requirement.
1.3	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	We understand and will fully comply with this requirement.
1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm Monday through Friday EST;	M	Yes	Standard	We understand and will fully comply with this requirement. O2 Systems Customer Support Team is available 8:30 am - 5:00pm Monday - Friday. We offer ticket-based customer support to ensure all issues are routed to the appropriate source for quick resolution. Additionally, we offer electronic ticketing and issue tracking so all are aware of the status of a request.
1.5	The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - Important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	Yes	Standard	We understand and fully comply with this requirement. O2 Systems' internal issue classifications described in our response to Narrative Topic 18 in the Narrative Appendix D-2.
1.6	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.	We understand and will fully comply with this requirement.
1.7	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	O2 Systems meets this requirement fully. We track all of our incoming calls in the Client Services and this information collected with each contact to customer support.
1.8	The Vendor must work with the State to identify and resolve 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	We understand and will fully comply with this requirement.
1.9	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 live 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	We understand and fully comply with this requirement. O2 Systems' internal issue classifications described in our response to Narrative Topic 18 in the Narrative Appendix D-2. We provide such response times and issue classification for all of our current clients for our software deliverables. For written deliverables we prefer to allow a formal review period for both parties to agree upon templates prior to completion to avoid major deficiencies. This review period is a standard part of our project plans and reflected in the proposed project plan enclosed in our response.
1.10	The Vendor shall use a change management policy for notification and testing of change requests as well as critical changes.	M	Yes	Standard	We understand and will fully comply with this requirement. O2 Systems has a well-established change management process and notification procedures. Our policy and approach is discussed in detail in our Narrative response to Section D

03
TF
11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7OF

DocuSign Envelope ID: 21B060AD-DB09-4ACB-AFBA-F8BD5C813E85

Attachment 3

Business System and Technical Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
51.11	A critical outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.	M	Yes	Standard	We understand and will fully comply with this requirement.
51.12	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	We understand and will fully comply with this requirement. We furnish a quarterly report with this information quarterly for our Texas Client.
51.13	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	We understand and will fully comply with this requirement.
51.14	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	We understand and will fully comply with this requirement. OZ Systems offers tier-based support that is available to assure any system issues that emerge are resolved and routed to the most appropriate team member. We have well documented issue tracking protocols and response times that are outlined in detail in our Narrative response to Topic 18.
51.15	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	We understand and will fully comply with this requirement.
51.16	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	We understand and will fully comply with this requirement.
51.17	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	We understand and will fully comply with this requirement.
51.18	The Vendor shall provide the State with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	We understand and will fully comply with this requirement.

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-844A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-AOD1-8DBC63E787DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

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 Section 1.1.
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Attachment 1B - State Agency Exhibits

New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

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

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

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

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

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

Contractor Name: Type Contractor Name (must match COG)

11/13/2020
Date

DocuSigned by:
Teresa Finitzo
Name: Teresa Finitzo
Title: CEO

Contractor Initials TF
Date 11/13/2020

CU/DHHS/110713

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

Attachment 1B - State Agency Exhibits

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-I.)

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

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

Vendor Name: Type Contractor Name (must match COG)

11/13/2020
Date

DocuSigned by:
Teresa Finitzo
Name: Teresa Finitzo
Title: CEO

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB3C-67CA-4A62-ADD1-8DBC83E7B70F

DocuSign Envelope ID: 218060A0-0809-4AC8-AFBA-F8BD3C613E63

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC63E7870F

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C813E83

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Contractor Name: OZ Systems USA LLC

11/13/2020
Date

DocuSigned by:
Terese Finitzo
Name: Terese Finitzo
Title: CEO

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8BD5C813E65

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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Attachment 1B - State Agency Exhibits

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: OZ Systems USA LLC

11/13/2020
Date

DocuSigned by:
Terri Finitzo
Name: Terri Finitzo
Title: CEO

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-6DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

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: OZ Systems US LLC

11/13/2020
Date

DocuSigned by:
Terese Finitzo
Name: Terese Finitzo
Title: CEO

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4AC8-AFBA-F8BD5C813E65

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, TitleXIII, 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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0809-4ACB-AFBA-F8BD5C813E85

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.

(2) 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

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:

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

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C892F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8OBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0B09-4ACB-AFBA-F8BD5C013E85

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.

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

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

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

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

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.

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8BD3C813E85

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) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

Department of Health and Human Services	OZ Systems LLC.USA
The State	Name of the Contractor
DocuSigned by: Lisa M. Morris	DocuSigned by: Terese Finitzo
Signature of Authorized Representative	Signature of Authorized Representative
Lisa M. Morris	Terese Finitzo
Name of Authorized Representative	Name of Authorized Representative
Director, Division of Public Health Services	CEO
Title of Authorized Representative	Title of Authorized Representative
11/13/2020	11/13/2020
Date	Date

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (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: OZ Systems LLC USA

11/13/2020
Date

DocuSigned by:
Terese Finitzo
Name: Terese Finitzo
Title: CEO

Contractor Initials TF
Date 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E85

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 DUNS number for your entity is: 062010512

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

   __x__ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials TF

Date 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E85

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: 0118F1CC-4EC3-411F-83BF-7A119F54BCC0

IRON MOUNTAIN

Effective Date	March 31 2017
Master Deposit Account Number	YY/A-1

*Effective Date and Deposit Account Number to be supplied by Iron Mountain only.

Three-Party Master Depositor Escrow Service Agreement

1. Introduction

This Escrow Service Agreement (the "Agreement") is entered into by and between Optimization Term Corporation ("Depositor"), and by any additional party executing as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit C to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term Services in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal established as the website located at www.ironmountainconsole.com or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement ("License Agreement") concerning intellectual property rights to the Beneficiary, and the Parties intend this Agreement to be considered as supplementary to such agreement, pursuant to Title 11 United States (Bankruptcy) Code, Section 365(n).

2. Depositor Responsibilities and Representations

(a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term (as defined below) of this Agreement, provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain using the form attached hereto as Exhibit B.

(b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement and that any current or future Deposit Material liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.

(c) Depositor represents that all Deposit Material is readable and usable in its then current form. If any portion of such Deposit Material is encrypted, the necessary decryption tools and keys to read such material are deposited contemporaneously.

(d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit D. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations of Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

3. Beneficiary Responsibilities and Representations

(a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Iron Mountain's obligation is to maintain the Deposit Material as delivered by the Depositor and that, other than Iron Mountain's inspection of the Deposit Material (as described in Section 6) and the performance of any of the optional verification Services listed in Exhibit A, Iron Mountain has no other obligation regarding the completeness, accuracy, or functionality of the Deposit Material.

DS

11/13/2020

Attachment 2 - Escrow Service Agreement

(b) Beneficiary may submit a verification Work Request to Iron Mountain for one or more of the Services defined in Exhibit A attached hereto and consent to Iron Mountain's use of a subcontractor if needed to provide such Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

4. Iron Mountain Responsibilities and Representations

(a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor or Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.

(b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B, Iron Mountain will notify Depositor of such discrepancy.

(c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.

(d) Iron Mountain will follow the provisions of Exhibit C attached hereto in administering the release of Deposit Material.

(e) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to an SOW on terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein. If the verification Services extend beyond those described in Exhibit A, the Depositor shall be a necessary Party to the SOW governing the Services.

(f) Iron Mountain will hold and protect Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by all the Parties.

(g) Upon receipt of written instructions by both Depositor and Beneficiary, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material. The Party making such request shall be responsible for getting the other Party to approve the joint instructions. Any Deposit Material that is removed from the deposit account will be either returned to Depositor or destroyed in accordance with Depositor's written instructions.

(h) Should transport of Deposit Material be necessary in order for Iron Mountain to perform Services requested by Depositor or Beneficiary under this Agreement, Iron Mountain will use a commercially recognized overnight carrier such as Federal Express or United Parcel Service. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier.

5. Payment

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement (as defined below). The Paying Party is liable for any taxes (other than Iron Mountain income taxes) related specifically to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice. Any Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

6. Term and Termination

(a) The term of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms ("Renewal Term") (collectively the "Term"). This Agreement shall continue in full force and effect until one of the following events occur: (i) Depositor and Beneficiary provide Iron Mountain with sixty (60) days' prior written joint notice of their intent to terminate this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of its intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides sixty (60) days' prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. Effective Date and Deposit Account Number to be supplied by Iron Mountain only. The Effective Date supplied by Iron Mountain and specified above shall be the date Iron Mountain sets up the escrow account.

DS
TF
11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 5672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 4384BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0809-4ACB-AFBA-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: 0F4EFCC-4EC1-4116-A73F-1A8 1BF 3 4CC

(b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. Unless otherwise directed by Depositor, Iron Mountain will use a commercially recognized overnight common carrier such as Federal Express or United Parcel Service to return the Deposit Material to the Depositor. Iron Mountain will not be responsible for any loss or destruction of, or damage to, such Deposit Material while in the custody of the common carrier. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

(c) In the event of the nonpayment of undisputed service fees owed to Iron Mountain, Iron Mountain shall provide to Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within thirty (30) calendar days of the date of such written notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to perform the Services under this Agreement (except those obligations that survive termination of this Agreement, which includes the confidentiality obligations in Section 9) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

7. Indemnification/Hold Harmless

Anything in this Agreement to the contrary notwithstanding, Depositor at its own expense shall defend and hold Iron Mountain fully harmless against any claim or action asserted against Iron Mountain (specifically including costs and reasonable attorneys' fees associated with any such claim or action) to the extent such claim or action is based on an assertion that Iron Mountain's proper administration of this Agreement infringes any patent, copyright, license or other property right of any third party. Where Iron Mountain has notice of a claim or action, it shall promptly notify Depositor in writing. At its option, Depositor may elect to control the defense of such claim or action and may elect to enter into a settlement agreement, provided that no such settlement or defense shall include any admission or implication of wrongdoing on the part of Iron Mountain without Iron Mountain's prior written consent, which consent shall not be unreasonably delayed or withheld. Iron Mountain shall have the right to employ separate counsel and participate in the defense of any claim at its own expense.

8. Warranties

(a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER CONSISTENT WITH THE MEASURES IRON MOUNTAIN TAKES TO PROTECT ITS OWN INFORMATION OF A SIMILAR NATURE, BUT IN NO CASE LESS THAN A REASONABLE LEVEL OF CARE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY AND, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH PARTY'S REMEDY FOR BREACH OF THIS WARRANTY SHALL BE SUBJECT TO THE LIMITATION OF LIABILITY AND CONSEQUENTIAL DAMAGES WAIVER IN THIS AGREEMENT. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

(b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.

(c) Beneficiary warrants that all Beneficiary Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.

9. Confidentiality/Security

Iron Mountain shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposit Material. Except as provided in this Agreement, Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party other than its financial, technical, or legal advisors, or its administrative support service providers. Any such third party shall be bound by the same confidentiality obligations as Iron Mountain. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will promptly notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

10. Limitation of Liability

EXCEPT FOR: (i) LIABILITY FOR DEATH OR BODILY INJURY; (ii) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (iii) THE INFRINGEMENT INDEMNIFICATION OBLIGATIONS OF SECTION 7, ALL OTHER LIABILITY RELATED TO THIS AGREEMENT, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY

DS
TF
11/13/2020

Attachment 2 - Escrow Service Agreement

TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS.

11. Consequential Damages Waiver

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES (INCLUDING SUBSTITUTE ESCROW SERVICES) OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

12. General

(a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.

(b) Purchase Orders. In the event that the Paying Party issues a purchase order, or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.

(c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and rights contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform this Agreement.

(d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the Commonwealth of Massachusetts, USA, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.

(e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such Party ("Authorized Person" who shall be identified in the Authorized Person(s) Notices Table of this Agreement or such Party's legal representative) and who may manage the Iron Mountain escrow account through Iron Mountain website or written instructions. The Authorized Person for each the Depositor and Beneficiary will notify in the accuracy of that name and contact information provided to Iron Mountain during the Term of this Agreement.

(f) Rely on Future Instructions. With respect to release of Deposit Material or the destruction of Deposit Material, Iron Mountain shall rely on instructions from a Party's Authorized Person(s). In all other cases, Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth of, or evaluate the merit of, any statement or representation contained in any notice or document reasonably believed to be from such representative.

(g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.

(h) Notices. All notices regarding Exhibit C (Release of Deposit Material) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to the last known address of the other Parties that is refused, unclaimed, or undeliverable shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities, or through messenger or commercial express delivery service.

(i) No Waiver. No waiver of any right under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.

(j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be unreasonably withheld or delayed. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties.

(k) Severability. In the event any of the terms of this agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph

DS TF 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC63E7B7DF

DocuSign Envelope ID: 21B060A0-DB00-4ACB-AFBA-F68D5C413E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: 0118F1CC-4BC2-4138-A33F-1AE18F1F1C0

becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the other Parties.

(j) INDEPENDENT CONTRACTOR RELATIONSHIP. Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.

(k) CONTINGENT FEES. Any costs and fees incurred by Iron Mountain in the performance of obligations imposed upon Iron Mountain solely by virtue of its role as escrow service provider including, without limitation, compliance with subpoenas, court orders, and discovery requests shall, unless adjudged otherwise, be divided equally and paid by Depositor and Beneficiary. In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.

(a) NO AGENTS. No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.

(e) DISPUTES. Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties shall submit briefs of no more than 10 pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Massachusetts law. Unless otherwise agreed by the Parties, arbitration will take place in Boston, Massachusetts, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. However, Depositor or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action.

(o) REGULATIONS. Depositor and Beneficiary are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import- export and re-import laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement. With respect to Deposit Material containing personal information and data, Depositor agrees to: (i) obtain all necessary consents in relation to personal information and data; and (ii) otherwise comply with all applicable privacy and data protection laws as they relate to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, if an applicable law or regulation exists or should be enacted which is contrary to the obligations imposed upon Iron Mountain hereunder, and results in the activities contemplated hereunder unlawful, Depositor and/or Beneficiary will notify Iron Mountain and Iron Mountain will be relieved of its obligations hereunder unless and until such time as such activity is permitted.

(q) NO THIRD PARTY RIGHTS. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement, unless otherwise agreed to by all the Parties hereto.

(r) ENTIRE AGREEMENT. The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests and SOWs submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the Parties hereto represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of all the Parties.

(s) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

(t) SURVIVAL. Sections 6 (Term and Termination), 7 (Infringement Indemnification), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

(Balance of this page left intentionally blank - signature page follows)

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0B09-4ACB-AFBA-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: 0118F1CC-4EC2-4118-B33F-7A819F9BCD

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date by their authorized representatives:

DEPOSITOR	
Signature	Shane Montgomery
Print Name	Shane Montgomery
Title	Vice President
Date	March 31, 2014 11:21 PT
Email Address	smontgomery@oz-systems.com

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	Mark K. Enquist
Print Name	Mark K. Enquist
Title	Vice President, Operations
Date	3/31/14
Email Address	escrowservices@ironmountain.com

Provide the name and contact information of the Authorized Person under this Agreement. All notices will be sent to the individual at the address set forth below.

Depositor Authorized Person/Notices Table (Required Information)	
Print Name	Shane Montgomery
Title	Vice President
Email Address	smontgomery@oz-systems.com
Street Address	2001 NE Green Oaks Blvd
Province/City/State	Arlington, Texas
Postal/Zip Code	76006
Phone Number	214-312-0700
Fax Number	817-345-3779

Provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.

Billing Contact Information Table (Required Information)	
Print Name	Shane Montgomery
Title	Vice President
Email Address	smontgomery@oz-systems.com
Street Address	2001 NE Green Oaks Blvd
Province/City/State	Arlington, Texas
Postal/Zip Code	76006
Phone Number	214-312-0700
Fax Number	817-345-3779

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.
All notices should be sent to escrowservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Northeast Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

(balance of this page left intentionally blank - EXHIBITS follow)

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 8672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: [illegible]

Exhibit A

Escrow Service Work Request

Master Deposit Account Number	[illegible]

Service Check Marked to order service	Service Description - Three-Party Master Depositor Escrow Service Agreement All services are listed below, services in shaded tables are required for every new escrow account set up. Some services may not be available under the agreement.	One-Time Fees	Annual Fees	Paying Party Credit box to identify the Paying Party
☐ Setup Fee ☐ Deposit Account Fee	[illegible]	[illegible]	[illegible]	☐ Depositor ☐ Beneficiary ☐ Depositor ☐ Beneficiary
☐ Add Beneficiary	[illegible]		$800	☐ Depositor ☐ Beneficiary
☐ Add Additional Deposit Account	[illegible]		$1,000	☐ Depositor ☐ Beneficiary
☐ Add File List Report	[illegible]	$7,500	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	[illegible]	$1,800 or based on SOW if custom work required	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 2 - Deposit Compile Test	[illegible]	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 3 - Binary Comparison	[illegible]	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 4 - Full Usability	[illegible]	Based on SOW	N/A	☐ Depositor ☐ Beneficiary

MSP_0.US/PM/18.01.11 ©2011 Iron Mountain Incorporated IRON MOUNTAIN Page 1 of 11

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AF8A-F4BD5C813E85

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: [illegible]

☐ Add Deposit Tracking Notification	[illegible]	N/A	$[illegible]	☐ Depositor ☐ Beneficiary
☐ Add Quid/Remote Vaulting	[illegible]	N/A	$[illegible]	☐ Depositor ☐ Beneficiary
☐ Release Deposit Material	[illegible]	$[illegible]	N/A	☐ Depositor ☐ Beneficiary
☐ Add Custom Services	[illegible]	$[illegible]/hour	N/A	☐ Depositor ☐ Beneficiary
☐ Custom Contract Fee	[illegible]	$750	N/A	☐ Depositor ☐ Beneficiary

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-8A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AFBA-F88D3C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: [illegible]

Exhibit B
Deposit Material Description

Company Name		Deposit Account Number	
Deposit Name		Deposit Version	

(Deposit name will appear in account history reports)

Deposit Media

(Please label all media with the Deposit Name Provided Above)

Media Type	Quantity	Media Type	Quantity
☐ CD-ROM / DVD		☐ 3.5" Floppy Disk	
☐ Dat Tape		☐ Documentation	
☐ Dat Tape		☐ Hard Drive / CPU	
		☐ Check Issued	

	Total Size of Transmission (specify in bytes)	# of files	# of folders
☐ Electronic Deposit			
☐ Other (please describe below):			

Deposit Encryption

(Please check either "Yes" or "No" below and complete as appropriate)

Is the media or any of the files encrypted? ☐ Yes or ☐ No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool in use		Version	
Hardware required			
Software required			
Other required information			

Deposit Certification (Please check the box below to Certify and Provide your Contact Information)

☐ I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.		☐ Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically for Iron Mountain and notify Depositor of any discrepancies.	
Name		Name	
Date		Date	
Email Address			
Telephone Number			
Fax Number			

Note: If Depositor is depositing a Deposit Material for the first time, please include a copy of the Deposit Material with the accompanying Exhibit B. Please mail the Exhibit B and the Deposit Material to the following address:

Iron Mountain Intellectual Property Management, Inc.
Attn: Vault Administration
2100 Norcross Parkway, Suite 150
Norcross, GA 30071
Telephone: 800-673-5569
Facsimile: 770-279-9701

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B765E05474E

DocuSign Envelope ID: 4384085C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218060A0-DB09-4ACB-AF8A-F8BD3C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: D1467CC4-4FC3-4148-931F-7A8194A84BC0

Exhibit C

Release of Deposit Material

Master Deposit Account Number: 97705

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(b) hereof.

1. **Release Conditions.**
   Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
   (i) Depositor's breach of the license agreement or other agreement between the Depositor and Beneficiary regarding the use of the Deposit Material covered under this Agreement; or
   (ii) Failure of the Depositor to function as a going concern or operate in the ordinary course; or
   (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. **Release Work Request.**
   A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. **Contrary Instructions.**
   From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor Authorized Person(s) shall have ten (10) business days to deliver to Iron Mountain Contrary Instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by a Depositor Authorized Person. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the Disputes provisions of this Agreement; or (iii) withdrawal of Contrary Instructions from Depositor's Authorized Person or legal representative; or (iv) receipt of an order from a court of competent jurisdiction.
4. **Release of Deposit Material.**
   If Iron Mountain does not receive timely Contrary Instructions from a Depositor Authorized Person, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to the Beneficiary. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. **Termination of Agreement.**
   This Agreement will terminate upon the release of Deposit Material held by Iron Mountain. For the avoidance of doubt, each enrollment of a Beneficiary made by the respective parties signing the Beneficiary Enrollment Form attached hereto as Exhibit E constitutes and shall be construed as a separate agreement between Iron Mountain, Depositor and the signing Beneficiary.
6. **Beneficiary Permitted Rights.**
   Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: [illegible]

Exhibit D

Auxiliary Deposit Account to Escrow Agreement

Master Deposit Account Number	[illegible]
Auxiliary Deposit Account Number	

_____ ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: _____ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

Depositor Authorized Person(s) Notices Table

Please provide the name(s) and contact information of the Depositor Authorized Person(s) for this Deposit Account. It is the intent of the Parties that the individual identified below will act as the Authorized Person with respect to this Deposit Account. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

Billing Contact Information Table

All invoices for Deposit Account Fees will be sent to the contact set forth below.

Company Name	
Print Name	
Title	
Email Address	
Street Address	
Province/City/State	
Postal/Zip Code	
Phone Number	
Fax Number	

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR	
Signature	
Print Name	
Title	
Date	
Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	[illegible]@ironmountain.com

DB
TF
11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AFBA-F8BD5C613E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: [illegible]

Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that Beneficiary Company Name: _____ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: _____ with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
☐ Check if same as Authorized Person		☐ Check if same as Authorized Person	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: D1-[illegible]

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
☐ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		$400	☐ Depositor ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the initial Deposit Account.		$1,050	☐ Depositor ☐ Beneficiary
☐ Add Fill Tax Report	Iron Mountain will fulfill a Work Request to provide a Fill Tax Test, which includes a deposit media readability analysis, a tax listing, a file classification table, [illegible] and assurance of [illegible] deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure [illegible] Depositor's [illegible] and Deposit Questionnaire) and [illegible] Deposit Material. Deposit must be provided as CD, DVD, or [illegible] by FTI.	$7,100	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 2 - Inventory and Analysis Test	Iron Mountain will perform an inventory test on the initial deposit, which includes [illegible] deposit media readability, [illegible]	$5,000 or based on SOW if custom work required	N/A	☐ Depositor ☐ Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmcllentservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmcllentservices@ironmountain.com Of Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 130, Norcross, Georgia, 30071, USA. Telephone: 800-875-5659. Facsimile: 770-339-3201

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-87CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-DB09-4ACB-AF8A-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

Exhibit Q

Escrow Deposit Questionnaire

Purpose of Questionnaire

In order for Iron Mountain to determine the deposit material requirements and in quote fees associated with verification services, a completed deposit questionnaire is requested. It is the responsibility of the escrow depositor to complete the questionnaire.

Instructions

Please complete the questionnaire in its entirety by answering every question accurately. Upon completion, please return the completed questionnaire to the beneficiary asking for its completion, or email it to your Iron Mountain Account Representative.

A. General Description

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. If the deposit is on magnetic tape media, what tape format (e.g. DAT DDS4, DLT 8000, LTO-3, etc.) will be used for the deposit?
4. Again if the deposit is on tape, what operating system and version was used to create the tape and what tools (either native OS (e.g. tar, cpio, etc.) or commercial (e.g. Backup Exec, NetBackup, ArcServ etc.) were used to load the data; if a third party or commercial software tool was used, please specify the vendor and exact version of the tool used.
5. Will the deposit be in the format of a database/repository of any type of Versioning or Configuration Management Tool (e.g. Visual-Source Safe, Clearcase, Perforce, etc.) or will the software in the deposit be in a clear text/native file system format? If a Versioning or CM tool will be necessary to examine any part the deposit contents, please specify the Vendor and tool and exact version used.
6. Is the software deposit encrypted, including password protected archives, in any way? If so, what tool and version will be used to perform the encryption and will all necessary provid's, passwords or encryption keys be provided to extract the software?
7. What is the total uncompressed size of the deposit in megabytes?

B. Requirements for the Assembly of the Deposit

1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?) What types of source code make up the escrow deposit (e.g. C++, Java, etc.)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
   (a)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating system/version?
   (b)
6. How many separate deliverable components (executables, share libraries, etc.) are built?
   (c)
7. What compiler/link/other tools (brand and version) are necessary to build the application?
   (d)
8. What, if any, third-party libraries are used to build the software? Please specify vendor, tool name and exact or minimum required version. If multiple build environments are required please specify for which environment each tool is required.
   (e)
9. If a database of any kind is necessary to support compilation, is a running instance of the database necessary or is a static instance consisting of the static and shared libraries and/or header files installed by the database sufficient to support compilation? If not already identified above, please provide the vendor and version of the required database.
10. How long does a complete build of the software take? How much of this time requires some form of human interaction and how much is automated?

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4684-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080A0-0B09-4AC8-AFBA-F8BD5C813E65

Attachment 2 - Escrow Service Agreement

DocuSign Envelope ID: D1[illegible]

11. Does the escrow deposit contain formal build document(s) describing the necessary steps for build system configuration and compilation?

C. Requirements for the Execution of the Software Provided by the Deposit

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.); please include any additional peripheral devices that may be necessary to support correct function of the software/system.

1. What is the minimum number of machines required to completely set up the software sufficient to support functional testing? What Operating systems and version are required for each machine?

3. Beyond the operating systems, what additional third party software and tools are required to execute the escrowed software and verify correct operation? Please provide vendor and versions of all third party tools or libraries required to completely configure a system suitable to support functional testing. If multiple machines are required to support testing, please identify the software to be installed to each machine.

4. Is a database of any kind required to support functional testing of the software? If so please provide the vendor and version required.

5. If a database is required, does the escrow deposit contain or can the depositor provide scripts and backups/exports necessary to create a database instance suitable to support functional testing.
A live database containing test data is satisfactory to support functional testing so long as the data is realistic.

6. Including the installation of any software tools required to support the functions of the escrowed software, approximately how much time is required to setup and configure a system suitable to support functional testing?

7. Approximately how much time would be required to perform a set of limited test once a test system is configured?

8. Does the escrow deposit contain or can the depositor provide test plans, scripts or procedures to facilitate testing?

9. With the exception of any database identified above, are any connections to external data sources, feeds or data required in order to support the proper functioning of the software and to support testing of the software?

D. Technical Contact Information

Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
FAX/E-ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact your Iron Mountain Account Representative

TF

11/13/2020

Attachment 2 - Escrow Service Agreement

DocuSign Envelope

Certificate of Completion

Envelope Number: [illegible]

Subject: Please review & sign your document

Source Envelope:

Document Pages: 15

Certificate Pages: 1

Initialed: [illegible]

Envelope Stamping: Enabled

Signature: 1

Initials: 0

Status: Completed

Envelope Originator:

Jonathan Yonce

[illegible]

Boston, MA [illegible]

jonathan.yonce@[illegible].com

IP Address: [illegible]

Record Tracking

Status: Original

[illegible] PM PT

Holder: Jonathan Yonce

jonathan.yonce@[illegible].com

Location: DocuSign

Signer Events	Signature	Timestamp
Steve Montgomery [illegible] Security Level: DocuSign email, ID: [illegible] [illegible] PM PT Electronic Record and Signature Disclosure: Not Offered ID:	Steve Montgomery [illegible] Using IP Address: [illegible]	Sent: [illegible] PM PT Viewed: [illegible] PM PT Signed: [illegible] PM PT

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Notary Events		Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	[illegible] PM PT
Certified Delivered	Security Checked	[illegible] PM PT
Signing Complete	Security Checked	[illegible] PM PT
Completed	Security Checked	[illegible] PM PT

TF

11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B080AD-D809-4AC8-AFBA-F8BDSC813E65

Escrow Exhibit E

Beneficiary Enrollment Form

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that Beneficiary Company Name: _____ is the Beneficiary referred to in the Escrow Agreement that supports Deposit Account Number: 44103-58865___with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

The Parties acknowledge that the release conditions ("Release Conditions") set forth in this Exhibit E, with respect to this enrolling Beneficiary only, shall supersede all other release conditions set forth in any other agreement between Depositor and Iron Mountain. With respect to the enrolling the Beneficiary, the Parties agree to amend the Agreement as set forth below:

Release Conditions.
Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):

- the Depositor has made an assignment for the benefit of creditors;
- the Depositor institutes or becomes subject to a liquidation or bankruptcy proceeding of any kind;
- a receiver or similar officer has been appointed to take charge of all or part of the Vendor's assets; or
- the Depositor or its Subcontractor terminates its maintenance and operations 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;
- Depositor defaults under the Contract; or
- Depositor ceases its on-going business operations or that portion of its business operations relating to the licensing and maintenance of the Software.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR (Required Information)		BENEFICIARY (Required Information)	
Print Name	Francoise Mattice	Print Name	
Title	President & CFO	Title	
Email Address	fmattice@oz-systems.com	Email Address	
Street Address	2201 E Lamar Blvd, Suite 280	Street Address	
City	Arlington	City	
State/Province	Texas	State/Province	
Postal/Zip Code	76006	Postal/Zip Code	
Country	United States	Country	
Phone Number	(469) 785-9715	Phone Number	
Fax Number		Fax Number	

TF 11/13/2020

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 218080A0-DB09-4ACB-AFBA-F8BD5C813E85

Attachment 2 - Escrow Service Agreement

Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
☐ *Check if same as Authorized Person*		☒ *Check if same as Authorized Person*	
Company Name		Company Name	
Print Name		Print Name	
Title		Title	
Email Address		Email Address	
Street Address		Street Address	
Province/City/State		Province/City/State	
Postal/Zip Code		Postal/Zip Code	
Phone Number		Phone Number	
Fax Number		Fax Number	
Purchase Order #		Purchase Order #	

BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SERVICE DESCRIPTION PAGE FOLLOWS

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6872EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4BB5C-67CA-4A82-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-0009-4ACB-AFBA-F8BD5C813E85

Attachment 2 - Escrow Service Agreement

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description	One-Time Fees	Annual Fees	Paying Party
☒ Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.		$950	☒ Depositor ☐ Beneficiary
☐ Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the Agreement that governs the initial Deposit Account.		$1,200	☐ Depositor ☐ Beneficiary
☐ Add File List Test	Iron Mountain will perform one (1) File List Test, which includes a Deposit Material media readability analysis, a file listing, a file classification table, virus scan output, and confirmation of the presence or absence of a completed escrow deposit questionnaire. A final report will be sent to the requesting Party regarding the Deposit Material. Deposit must be provided on CD, DVD-R, or deposited electronically.	$3,000	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	$6,000 or based on SOW if custom work required	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the output of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 3 - Binary Comparison Test	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	☐ Depositor ☐ Beneficiary
☐ Add Level 4 - Full Usability Test	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron	Based on SOW	N/A	☐ Depositor ☐ Beneficiary

Docusign Envelope ID: 0E7DF026-71B8-4577-A6C4-365BC5148058

DocuSign Envelope ID: B672251D-B44A-495C-B689-D4C692F322E4

DocuSign Envelope ID: 6672EE37-6A43-4884-849C-2B785E05474E

DocuSign Envelope ID: 43B4B85C-67CA-4A62-ADD1-8DBC83E7B7DF

DocuSign Envelope ID: 21B060A0-D809-4ACB-AF8A-F8BD5C613E85

Attachment 2 - Escrow Service Agreement

	Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.			
☐ Dual Vaulting	Iron Mountain will fulfill a Work Request to store and manage a redundant copy of the Deposit Material in one (1) additional location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	$750	☐ Depositor ☐ Beneficiary
☐ Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the Deposit Material in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location. All Deposit Material (original and copy) must be provided by the Depositor.	N/A	$750	☐ Depositor ☐ Beneficiary
☐ Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	$800	N/A	☐ Depositor ☐ Beneficiary

BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name	Francoise Mattke	Print Name	
Title	President & CFO	Title	
Date	November 15, 2019	Date	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 6111 Live Oak Pkwy, Norcross, GA 30093. Telephone: 800-875-5669. Facsimile: 770-239-9201

TF

11/13/2020