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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 31, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with ProtoCall Services, Inc. (VC# 521496), Portland, OR, in the amount of $9,137,244 to operate the New Hampshire Rapid Response Access Point as a centralized crisis operation center that acts as a unified point of entry providing statewide access for individuals experiencing a behavioral health crisis, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through June 30, 2027. 6% Federal Funds. 94% General Funds.

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

05-95-92-921010-20530000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVIORAL HLTH, SYSTEM OF CARE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svcs	92102053	$1,413,684
2027	102-500731	Contracts for Program Svcs	92102053	$1,413,684
			Subtotal	***$2,827,368***

05-95-92-922010-41170000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount

2025	102-500731	Contracts for Program Svcs	92204117	$380,608
2026	102-500731	Contracts for Program Svcs	92204117	$2,700,634
2027	102-500731	Contracts for Program Svcs	92204117	$2,700,634
			Subtotal	***$5,781,876***

05-95-92-922010-41200000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	074-500589	Grants for Pub Asst and Rel	92204120	$264,000
2027	074-500589	Grants for Pub Asst and Rel	92204120	$264,000
			Subtotal	***$528,000***
			Total	**$9,137,244**

EXPLANATION

The purpose of this request is to operate and maintain the New Hampshire Rapid Response Access Point (NHRRAP) as a centralized crisis operation center that acts as a unified point of entry providing statewide access for individuals experiencing a behavioral health crisis.

Approximately 60,000 callers will be served during State Fiscal Years 2026 and 2027.

The Contractor will operate NHRRAP, which accepts telephone calls, texts, and chats through the state designated toll-free crisis line and from the federal 988 Suicide and Crisis Lifeline System from any individual in crisis twenty-four hours per day, seven days per week (24/7). The Contractor will provide screening and assessment, triage, dispatch, and referral services for individuals experiencing urgent behavioral health needs. Additionally, the Contractor will direct referrals for NH Rapid Response Mobile Crisis Teams and Rapid Response Crisis Stabilization Centers as well as receive emergency transfers from 911 and transfer calls to 911 when needed. Lastly, the Contractor will collaborate closely with the ten (10) Community Mental Health Centers, New Hampshire's accredited 988 Suicide and Crisis Lifeline call center, the Doorways, NH 211, 911 emergency services and the array of behavioral health, social service and community-based providers and organizations to ensure a robust network of service provision.

The Department will monitor services by reviewing monthly, quarterly, yearly data reporting and other data extracts as requested and required by the Department provided by the Contractor.

The Department selected the Contractor through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from November 26,

2024, through January 13, 2025. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the attached agreement, the parties have the option to extend the agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, individuals in need of behavioral health services will utilize emergency departments, hospitals, and long-term care facilities rather than receive immediate intervention in their communities. Additionally, the Department may not be able to comply with requirements of the Community Mental Health Agreement, Senate Bill 14 (2019) and fulfill the vision of the 10 Year Mental Health Plan.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN #B09SM089640, FAIN # B09SM090358.

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

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

Project ID # RFA-2025-DBH-01-BEHAV

Project Title Behavioral Health Crisis Access Point

	Maximum Points Available	Behavioral Health Response	Carelon Behavioral Health, Inc	Centerstone	Innovation At Work Inc	ProtoCall Services, Inc
Technical						
Ability – Scope of Work (Q1)	**200**	170	167	176	25	170
Staffing Requirements (Q2)	**125**	110	100	125	10	115
Experience – Call Center Operation (Q3)	**200**	180	190	185	10	200
Service Delivery (Q4)	**100**	80	85	83	20	95
Protocols and Procedures (Q5)	**75**	60	65	50	10	70
Collaboration and Coordination (Q6)	**100**	60	80	70	10	90
Experience – Closed Loop Referral and Event Notification Systems (Q7)	**50**	30	40	25	5	35
Reporting Requirements (Q8)	**150**	100	140	120	15	130
TOTAL POINTS	**1000**	**790**	**867**	**834**	**105**	**905**
TOTAL PROPOSED VENDOR COST		*Not Applicable - No Cost Proposal for RFA*				

	Reviewer Name	Title
1	Jamie Kelly	Business Administrator III
2	Kerri Swenson	MH Systems Administrator
3	Katherine Cox	Suicide Prevention Coordinator
4	Courtney Vorachak	Recovery Specialist
5	Jennifer Olson	Information Technology Manager

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

Subject: Behavioral Health Crisis Response Access Point (RFA-2025-DBH-01-BEHAV-01)

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

AGREEMENT

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

GENERAL PROVISIONS.

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name ProtoCall Services, Inc.		1.4 Contractor Address 5200 S Macadam Ave, Suite 310 Portland, OR 97239	
1.5 Contractor Phone Number 877-779-0272	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,137,244
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: CD02182AE0404E3... Date: 4/3/2025		1.12 Name and Title of Contractor Signatory laura schaefer COO	
1.13 State Agency Signature DocuSigned by: CD9D05B04C63442... Katja S. Fox Date: 4/3/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: 74873484891400... Robyn Guarino		On: 4/4/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial
Date: 4/3/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Initial

Contractor Initials

Date 4/3/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

Initial

Contractor Initials

Date 4/3/2025

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Initial

Contractor Initials

Date 4/3/2025

New Hampshire Department of Health and Human Services
Behavioral Health Crisis Response Access Point

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

1.3. Paragraph 14, Insurance, is amended by adding subparagraph 14.1.1.1 as follows:

14.1.1.1. The Contractor must have liability insurance that covers directors and officers, as well as staff and volunteers who respond to crisis calls in the amount of at least $1,000,000 per occurrence and $3,000,000 aggregate, unless otherwise approved by Vibrant Emotional Health, the Substance Abuse and Mental Health Services Administration (SAMHSA) identified Administrator of the National 988 Suicide and Crisis Lifeline.

1.4. Paragraph 27, Force Majeure, is added as follows:

27. FORCE MAJEURE

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

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

New Hampshire Department of Health and Human Services
Behavioral Health Crisis Response Access Point

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must operate and maintain the New Hampshire Rapid Response Access Point (NHRRAP) as a centralized crisis operation center that acts as a unified point of entry for individuals experiencing a behavioral health crisis, utilizing the State's designated 10-digit, toll-free telephone number to provide statewide access. The Contractor must:

1.1.1. Ensure the crisis operation center operates twenty-four (24) hours per day, seven (7) days per week, 365 days per year, and accepts telephone calls, texts, and chats through the state designated toll-free crisis line and from the federal 988 Suicide and Crisis Lifeline System from any individual in crisis;

1.1.2. Ensure callers are connected to a live operator in under 30 seconds per national standard for wait time. If due to extenuating circumstances, an individual is not immediately connected, the Contractor may play a pre-recorded message that has been pre-approved in writing by the Department;

1.1.3. Provide screening and assessment, triage, dispatch, and referral services to individuals for urgent behavioral health needs, as defined by the individual, including mental health or substance use support and suicide prevention pathways;

1.1.4. Direct referrals for NH Rapid Response Mobile Crisis Teams (RR-MCT) and Rapid Response Crisis Stabilization Centers (RR-CSC); and

1.1.5. Receive emergency transfers from 911 and transfer calls to 911 when needed. The Contractor must ensure:

1.1.5.1. All contacts are handled by the NHRRAP and only transferred to 911 when there is a medical emergency or imminent risk of harm to self or others.

1.2. Staffing Requirements

1.2.1. The Contractor must ensure NHRRAP staffing supports NHRRAP specific roles including, but not limited to:

1.2.1.1. Crisis Operators/Dispatcher(s).

1.2.1.2. Peer Follow-up/Outreach Specialist(s).

1.2.1.3. Other roles as identified in collaboration with and approved by the Department.

1.2.2. The Contractor must assess data regarding contacts, contact volume and responses by RR-MCTs to set staffing requirements for the

NHRRAP, which must be sufficient to provide coverage twenty-four (24) hours per day, seven (7) days per week, 365 days per year

1.2.2.1. In the event that staffing levels result in answer rates below 93% and/or maximum contact wait time higher than 5 minutes, the Contractor must provide additional overflow capacity for calls to the NHRRAP 10-digit number through an approved method developed, in collaboration with and approved by the Department, beyond the existing routing solutions offered as part of 988.

1.2.2.2. The Parties agree to assess call volume and staffing ratios on an ongoing basis. Any necessary changes to staffing levels agreed upon by the Parties in response to sustained increases in call volume that require an increase of Price Limitation or a significant change to the scope of the Contract may require an amendment, subject to approval by the Governor and Council.

1.2.3. The Contractor must ensure that staff are available to operate the NHRRAP twenty-four (24) hours per day, seven (7) days per week, 365 days per year. The Contractor must ensure the personnel provided include, but are not limited to:

1.2.3.1. No less than 1 full-time equivalent (FTE) Program Manager to:

1.2.3.1.1. Coordinate the efforts of all staff serving the NHRRAP contract;

1.2.3.1.2. Act as the primary point of accountability and contact for the Department;

1.2.3.1.3. Direct and oversee the daily operations, including program milestones, deliverables, and budget;

1.2.3.1.4. Develop partnerships and collaborations with state agency partners, stakeholders, Medicaid, MCOs, and other entities;

1.2.3.1.5. Manage the interactive relationships with community groups;

1.2.3.1.6. Collect, investigate, and respond to complaints and critical incidents;

1.2.3.1.7. Facilitate dispatching and related needs for each of the RR-MCTs, RR-CSCs, and Doorways; and

1.2.3.1.8. Ensure adherence to uniform protocols across the crisis system.

1.2.3.2. No less than .5 FTE Medical Director to provide appropriate levels of clinical oversight, consultation, and policy and procedure review. The Contractor must ensure the Medical Director has a Medical Degree (MD or DO), is board certified in Psychiatry, and meets regulatory professional standards.

1.2.3.3. No less than 3 FTE Master's level Clinicians to provide crisis support, triage, assessment and referrals for individuals, families and third parties.

1.2.3.4. No less than 14 FTE Crisis Operators to:

1.2.3.4.1. Serve as the initial triage point for individuals in crisis;

1.2.3.4.2. Serve as the primary support mechanism for all nonclinical administrative tasks;

1.2.3.4.3. Establish and maintain positive communication between individuals, providers, and staff;

1.2.3.4.4. Facilitate transition to RR-MCTs, including, but not limited to coordination via phone on complex cases that require warm hand-off to ensure safety; and

1.2.3.4.5. May serve in specific dispatcher roles, during times of high call volume.

1.2.3.5. No less than 2 FTE Peer Support Specialists who have "lived experience" with a mental health and/or Substance Use Disorder (SUD) condition to:

1.2.3.5.1. Provide follow-up and aftercare support to individuals in crisis; and

1.2.3.5.2. Assist individuals in crisis with peer support and connection to community-based services.

1.2.3.6. No less than 2 FTE Crisis Line Supervisors to:

1.2.3.6.1. Oversee clinical care management protocols and processes;

1.2.3.6.2. Set and implement management goals; and

1.2.3.6.3. Supervise and train the clinical staff.

1.2.3.7. No less than 1 FTE Quality Auditors/ Trainers to:

1.2.3.7.1. Identify opportunities for improvement;

1.2.3.7.2. Develop and implement best practices, and continuous quality improvement initiatives;

1.2.3.7.3. Identify metrics;

1.2.3.7.4. Audit staff performance;

1.2.3.7.5. Train staff to track performance and goal achievement; and

1.2.3.7.6. Develop plans for improving quality.

1.2.3.8. No less than .5 FTE Data and Reporting Analyst to:

1.2.3.8.1. Analyze, report, and develop recommendations on data to support the program;

1.2.3.8.2. Configure and maintain the management information system to track business performance, including, but not limited to:

1.2.3.8.2.1. Analyzing data and summarizing performance using statistical procedures.

1.2.3.8.2.2. Developing, publishing, and analyzing business performance reports.

1.2.3.8.2.3. Planning, organizing, and directing the reporting and business systems information analysis functions to support business intelligence and other reporting software applications.

1.2.4. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

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

1.2.4.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, and any other Department-approved background check process, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.2.4.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, or other equivalent registry check in the state in which the employee resides, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.3. Screening and Assessment

1.3.1. The Contractor must ensure assessments administered via phone/text/chat result in resolution, deployment, and/or referral as appropriate to each individual's needs, with the goal to assess for the appropriate level of care that will resolve the crisis without referral to a higher level of care unless necessary. The Contractor must ensure its staff assesses:

1.3.1.1. The causes leading to the crisis event including psychiatric, substance use, social, familial, and/or legal factors;

1.3.1.2. Safety and risk for the individual and others involved including an explicit assessment of suicide risk;

1.3.1.3. Strengths and resources of the person experiencing the crisis; and

1.3.1.4. Medical history and current medications, as may be related to the crisis.

1.3.2. The Contractor must utilize comprehensive screening and assessment tools that are evidence-based, and adhere to the nationally recognized industry standards, to cover a wide range of conditions, and are culturally and linguistically appropriate to suit diverse populations, which may include, but are not limited to:

1.3.2.1. Columbia- Suicide Severity Rating Scale.

1.3.2.2. Patient Health Questionnaire 9 (PHQ-9) for depression.

1.3.2.3. Edinburgh perinatal/postnatal depression scale.

1.3.2.4. Drug Abuse Screening Test for brief self-report (DAST 10).

1.3.2.5. Alcohol Use Disorders Identification Test (Audit C).

1.3.2.6. Screening, Brief Intervention, Referral to Treatment (SBIRT).

1.3.2.7. Mood Disorder Questionnaire (MDQ).

1.3.2.8. General Anxiety Disorder 7 (GAD 7).

1.3.2.9. Adverse Childhood Experiences (ACES) questionnaire.

1.3.2.10. Patient Health Questionnaire for Adolescents (PHQ-A)

1.3.2.11. CRAFFT screening tool to identify substance use, substance related riding and driving risk and substance use disorder for ages 12-21.

1.3.2.12. Vanderbilt Assessment Scales for Attention Deficit Hyperactivity Disorder (ADHD) in children ages 6-12 years of age.

1.3.2.13. An assessment that helps determine the level of violence a person can exhibit (Lethality assessment).

1.3.2.14. Child and Adolescent Needs and Strengths (CANS) tool.

1.3.3. Based on assessment of needs and risks, the Contractor must ensure the best next step, which may include:

1.3.3.1. <u>De-Escalation and Resolution</u>

1.3.3.1.1. The Contractor must engage individuals with phone/text/chat services to de-escalate the identified crisis and connect with existing services outside of the crisis system, such as natural supports, resources, and coping skills. The Contractor must:

1.3.3.1.1.1. Strive to resolve the situation so that a higher level of care is not necessary (such as diversion from an Emergency Department (ED), involvement of Law Enforcement, or connection with 911) unless otherwise clinically indicated to ensure the safety and well-being of the individual in crisis or others;

1.3.3.1.1.2. Ensure that all crisis contacts that terminate at the NHRRAP include:

1.3.3.1.1.2.1. <u>Individualized planning</u>, to develop a safety plan to address the individual's unmet needs. The Contractor must ensure plans are electronically transmitted to current treatment providers using any or all of the Department's

identified referral, dispatch, or notification providers, with appropriate individual consent complying with statutory and regulatory requirements for state and federal law, including but not limited to Health Insurance Portability and Accountability Act, (HIPAA) 45 CFR 160.162, 164; and

1.3.3.1.1.2.2. Post-crisis support, offered to all individuals whose initial inquiry did not result in a deployment of RR-MCTs. Within 48 hours of the initial inquiry, the Contractor must conduct outgoing follow-up calls and include a written summary of the crisis contact and referrals, upon request by individual served or their legal representative which includes, but is not limited to, identified needs and strengths, level of care recommendation, referral information, and safety plan.

1.3.3.2. Triage

1.3.3.2.1. For services that do not result in de-escalation and are assessed to require additional interventions

based on need, acuity, availability and access to interventions or services, and preference of the individual, the Contractor must triage next steps, which may include, but are not limited to:

1.3.3.2.1.1. Dispatch of RR-MCT, using the Department approved NHRRAP Dispatch Levels matrix provided by the Department, which includes verbal and/or electronic communication with RR-MCTs, as appropriate for each situation. The Contractor must ensure the NHRRAP obtains:

1.3.3.2.1.1.1. The location of the individual and/or the location the intervention is to occur;

1.3.3.2.1.1.2. The identity of the individual in crisis and/or those present requesting support;

1.3.3.2.1.1.3. Contact information for either the individual in crisis or a third party acting on their behalf, or both (such as a school, relative, or First Responder);

1.3.3.2.1.1.4. Level of risk as identified using approved risk level ratings;

1.3.3.2.1.1.5. Safety concerns, both environmental and individual;

1.3.3.2.1.1.6. Presenting problem;

1.3.3.2.1.1.7. The behavioral health advance directive, if available;

1.3.3.2.1.1.8. Any accommodation requests; and

1.3.3.2.1.1.9. Treatment history, if known.

1.3.3.2.1.2. Making the best use of available teams, interventions, and modalities for the individual in crisis within the mandatory response time.

1.3.3.2.1.3. Prioritizing safety by following safety protocols and engaging in multidisciplinary process improvement including debriefing following incident in order to ensure continued safety of RR-MCTs and the community.

1.3.3.2.1.4. Utilizing any and all available or newly implemented Department identified referral, dispatch, and/or notification providers to provide fully interoperable coordination with a Doorway, RR-CSC, or other location-based service, for in-person, virtual, walk-in, drop off, or same-day/next day urgent services, including, but not limited to:

1.3.3.2.1.4.1. A referral and warm hand-off to the best location-based crisis services.

1.3.3.2.1.4.2. A telehealth visit, upon request of the individual or caregiver.

1.3.3.2.1.5. Referrals to the nearest available ED if clinically indicated based on the nature of the identified crisis.

1.3.3.2.1.6. Connection with 911 and/or First Responders if clinically indicated based on the nature of the identified crisis.

1.3.3.2.1.7. Referrals to non-crisis services for all identified individual needs for ongoing support, including, but not limited to:

- 1.3.3.2.1.7.1. Family services.
- 1.3.3.2.1.7.2. Social Determinants of Health needs.
- 1.3.3.2.1.7.3. Peer Support services.
- 1.3.3.2.1.7.4. Respite services.
- 1.3.3.2.1.7.5. Area Agency services.
- 1.3.3.2.1.7.6. 211 and the Doorways.
- 1.3.3.2.1.7.7. Domestic violence services.
- 1.3.3.2.1.7.8. Partial hospital programs and/or intensive outpatient programs.
- 1.3.3.2.1.7.9. Ongoing outpatient treatment services.
- 1.3.3.2.1.7.10. High fidelity Wraparound Services.
- 1.3.3.2.1.7.11. Follow-up on service and safety planning.
- 1.3.3.2.1.7.12. Facilitation of additional referrals as necessary.

1.3.3.2.1.8. Confirming the individual's acknowledgement of the recommended crisis intervention, such as walk-in; drop off; same-day/next day crisis appointment; telehealth appointment or RR-MCT deployment.

1.3.4. The Contractor must ensure one hundred percent (100%) of individuals who report not currently receiving mental health services from a qualified provider prior to contact with the NHRRAP are offered follow-

up services and then referred to an outpatient provider for follow-up services, as appropriate.

1.4. Administration

1.4.1. The Contractor must perform the following Administration functions:

1.4.1.1. Establish protocols with:

1.4.1.1.1. The ten (10) Community Mental Health Centers (CMHCs) for coordination of RR-MCT, RR-CSC, and other related crisis services as identified by the Department;

1.4.1.1.2. 911, emergency services dispatch to collaborate on deployment for active rescue as defined by requiring immediate intervention by police, fire, and/or first responders to prevent a loss of life to self or others;

1.4.1.1.3. New Hampshire's accredited 988 Suicide and Crisis Lifeline call center(s) for coordination of crisis services;

1.4.1.1.4. New Hampshire's Doorways providers for coordination of SUD related referrals and services; and

1.4.1.1.5. New Hampshire's 211 operated by Granite United Way for coordination of Social Determinants of Health-related referrals and services;

1.4.1.1.5.1. All protocols regarding referrals made must include appropriate individual consent complying with statutory and regulatory requirements for state and federal law, including but not limited to Health Insurance Portability and Accountability Act, (HIPAA) 45 CFR 160.162, 164.

1.4.1.2. Establish, maintain, comply and provide documented evidence, to the Department, of the following with Vibrant Emotional Health, the SAMHSA identified Administrator of the National 988 Suicide and Crisis Lifeline:

1.4.1.2.1. The 988 Suicide & Crisis Lifeline Network Agreement; and

1.4.1.2.2. Minimum Application Requirements for Call Centers;

1.4.1.3. Establish, maintain and provide documented evidence, to the Department, of accreditation with the American Association of Suicidology;

1.4.1.4. Engage with community stakeholders statewide, including, but not limited to:

1.4.1.4.1. Behavioral health care organizations.

1.4.1.4.2. Substance use treatment and recovery organizations.

1.4.1.4.3. First responders.

1.4.1.4.4. Community-based organizations.

1.4.1.4.5. Social service providers.

1.4.1.4.6. Public health organizations.

1.4.1.4.7. Other partners as identified by the Department; and

1.4.1.5. Establish protocols and procedures to obtain feedback and/or complaints from individuals who have utilized NHRRAP, and submit to the Department for approval.

1.4.2. The Contractor must, in collaboration with the Department and its identified partners, create, maintain, revise, and update the minimum standards for uniform protocols to ensure service delivery is integrated, culturally effective, strengths-based, family-centered and trauma informed. Topics for minimum standards for uniform protocols include, but are not limited to:

1.4.2.1. Dispatching procedures.

1.4.2.2. Event notification procedures.

1.4.2.3. Closed loop referrals procedures.

1.4.2.4. Walk-in procedures.

1.4.2.5. Drop off procedures.

1.4.2.6. Medical clearance.

1.4.2.7. Same-day/next day urgent appointment procedures.

1.4.2.8. Hospital Emergency Department contact procedures.

1.4.2.9. Dispatches to children/youth in a school setting.

1.4.2.10. Dispatches to children/youth in a foster home setting.

1.4.2.11. Dispatches to children/youth in residential treatment settings.

1.4.2.12. Dispatches to children and adults residing in a Home and Community Based Care Setting supported through the Area Agency and Bureau for Developmental Services.

1.4.2.13. Responding to CMHC enrolled clients who call into access point as needed.

1.4.2.14. Responding to Assertive Community Treatment (ACT) enrolled clients who call into access point.

1.4.2.15. Responding to individuals identified by First Responders (e.g. police, fire, Emergency Medical Services (EMS)).

1.4.2.16. Responding to calls from substance use treatment facilities.

1.4.2.17. Responding to children/youth and families seeking services through the CBHRC.

1.4.2.18. Responding to calls from other medical facilities, including hospital ED's.

1.4.2.19. Sharing of information with current treatment providers if clinically indicated and appropriate, and with appropriate consents in place, including HIPAA and 42 CFR Part 2.

1.4.3. The Contractor must participate in safety debriefs, consistent with Department policy, following:

1.4.3.1. Incidents related to attempts to dispatch that did not result in a mobile team deploying or resulted in multiple dispatch attempts and significantly delayed mobile team dispatch; and

1.4.3.2. Issues related to threats of harm, exposure to trauma, injury, death or other significant events involving the NHRRAP and/or RR-MCT team.

1.4.4. The Contractor must operate the State's designated 10-digit, toll-free telephone number to provide statewide access to the NHRRAP.

1.4.4.1. The Department will retain the right to use the dedicated telephone numbers for the NHRRAP in addition to and in parallel with the 988 Lifeline until such a time the two are able to be merged at the direction of the Department.

1.4.5. The Contractor must ensure:

1.4.5.1. Phone, text, and chat system(s) meet:

1.4.5.1.1. Cybersecurity standards as described in the 988 Suicide & Crisis Lifeline Network Agreement, established and maintained with Vibrant Emotional

Health, the SAMHSA identified Administrator of the National 988 Suicide and Crisis Lifeline;

1.4.5.1.2. All requirements specified in Exhibit E-1, DHHS DoIT Requirements Workbook, and as approved by the Department; and

1.4.5.1.3. HIPAA and NIST 800-53 compliance.

1.4.5.2. Data Location

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

1.4.5.3. Data Protection

1.4.5.3.1. The Contractor must comply with Exhibit E DHHS Information Security Requirements.

1.4.6. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.4.7. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s)

for the admission, discharge, transfer, and shared care insights solution.

1.4.7.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.4.8. The Contractor must maintain a real time connection with the statewide RR-MCTs, the RR-CSCs, the Doorways, and other providers as identified by the Department within the crisis system. In order to facilitate appropriate dispatch, referrals, and linkages to services or resources for individuals and families seeking immediate mental health and substance use crisis services, the Contractor must engage with and use:

1.4.8.1. The Department's identified NH Care Connections Network closed loop referral and dispatching software providers, as described in Sections 1.4.6. through 1.4.7.;

1.4.8.2. The Department's identified event notification provider; and

1.4.8.3. The Department's identified treatment locator tool and website with the Children's Behavioral Health Resource Center (CBHRC) and associated vendor.

1.4.9. The Contractor must dispatch a RR-MCT through the Department's identified NH Care Connections Network dispatching software as appropriate for each situation. Upon dispatch, the Contractor must provide the RR-MCT with information regarding the nature of the crisis.

1.4.10. The Contractor must make referrals to community providers across the Social Determinants of Health, through the Department's identified NH Care Connections Network closed loop referral system, or as otherwise directed by the Department, as appropriate for each situation.

1.4.11. The Contractor must use geolocation abilities included in the Department's identified NH Care Connections Network dispatching software provider to locate and select the closest available RR-MCT.

1.4.12. The Contractor must coordinate with the Department to follow mutually established protocols concerning critical incidents, including, but not limited to:

1.4.12.1. Loss of life.

1.4.12.2. Individual harm.

1.4.12.3. Harm to others during contact with the NHRRAP or the RR-MCTs by conducting case reviews or submitting a Sentinel Event report with Department staff and representatives from the Contractor on an as needed basis.

1.5. Website and Social Media

1.5.1. The Contractor must develop and maintain a public-facing NH Rapid Response website leveraging a content management system, as identified and approved by the Department.

1.5.1.1. The Department shall retain the ownership and the right to use all content on the NHRRAP websites.

1.5.2. The website shall:

1.5.2.1. Be branded as a statewide NH Rapid Response website as approved by the Department; and

1.5.2.2. Redirect chat functionality to the 988 Suicide & Crisis Lifeline federal domain with messaging to be provided by the Department.

1.5.3. The Contractor must work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all Department and NH DoIT website and social media requirements and policies.

1.5.4. The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Information solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Information is subject to the terms of the Department's Information Security Requirements Exhibit, the Department's Business Associate Agreement and all applicable Department and federal law, rules, and agreements. Unless specifically required by this contract and unless clear notice is provided to users of the website or social media, the

Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

1.5.5. State of New Hampshire's Website Copyright

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

1.6. The Contractor must participate in a kick-off meeting with the Department, no more than ten (10) days after the contract effective date, to review scope deliverables and timelines.

1.7. The Contractor must participate in meetings with the Department on a monthly basis, or as otherwise requested by the Department.

1.8. Reporting

1.8.1. The Contractor must submit to the Department all informational documentation ("Data Dictionary") for reporting that defines each data point collected, its source, structure, attributes, and any calculated data fields generated. This documentation must be sent to the Department prior to the system/program go-live date of July 1, 2025. If or when this document is edited or updated, it will be sent to the Department upon request and at a frequency set forth by the Department.

1.8.2. Upon request, the Contractor must provide data extracts that meet the Department's technical and scheduling requirements.

1.8.3. The Contractor must submit monthly reports, which include, but are not limited to comprehensive Month/Quarter/Year information on NHRRAP operations as described in Table 1 for the following criteria:

1.8.3.1. Information on individuals served by age in two groups:

1.8.3.1.1. 17 and under; and

1.8.3.1.2. 18 and older; and

1.8.3.2. Broken out by CMHC region for 988 and the toll-free number.

Table 1

1. Number of calls received by NHRRAP as an aggregate and broken out by time of day

2.	Percentage of individuals experiencing a primary mental health crisis, or a primary substance use crisis, or a co-occurring mental health and substance use crisis
3.	Percentage of individuals who were not current mental health service recipients prior to contact with NHRRAP
4.	Number of calls routed to the NHRRAP
5.	Number of calls handled by type (# crisis calls/coordination/informational)
6.	Number of calls answered within 30 seconds
7.	Number of calls abandoned (call disconnected for any reason prior to caller being engaged by a crisis operator)
8.	Percentage of calls abandoned
9.	Average wait time of calls
10.	Average talk time of calls
11.	Number of chat support contacts
12.	Number of phone support contacts
13.	Number of text support contacts
14.	Number of unique people served
15.	Demographic data on individuals who are served through NHRRAP and 988 when available, including, but not limited to race, ethnicity, gender identity, sexual orientation, and military service status.
16.	Number of individuals screened for suicidal ideation
17.	Number of individuals screened for substance use disorder
18.	Number of referrals for mental health, substance use, or co-occurring services
19.	Percentage of return crisis utilizers, including number of days from initial contact
20.	Number of individuals with Limited English Proficiency (LEP) or who required interpretation services
21.	Number of repeat individuals with the same presenting purpose for contacting
22.	Percentage of individuals who received a follow up call by a peer support specialist within 48 hours post crisis intervention

23. Number of Support Contacts during the month referred to NHRRAP from:	
i.	988
ii.	Emergency Department
iii.	Family
iv.	First Responders
v.	Friend
vi.	Guardian
vii.	Law Enforcement
viii.	Mental Health Provider
ix.	Mobile Crisis Provider
x.	Primary Care Provider
xi.	School
xii.	Self
xiii.	Other
24. Number of Support Contacts during the month resulting in:	
i.	Referral to 211
ii.	Active Rescue – Involuntary without member consent
iii.	Active Rescue – Third party imminent risk
iv.	Active Rescue – Voluntary with member consent
v.	RR-MCT deployment
vi.	RR-CSC referral, by location
vii.	Referral to NH Doorways
viii.	Referral to a Warm Line
ix.	Referral to Hospital – Psychiatric reason
x.	Referral to Hospital – SUD treatment
xi.	Referral to new or existing Outpatient Mental Health Provider
xii.	Referral to Primary Care Provider Services
xiii.	Referral to Emergency Department, by reason
xiv.	Referral to Walk-In or Urgent Crisis Appointment at a CMHC

xv.	Referral to Urgent Same-day/Next-day Appointment at a CMHC
xvi.	Referral to Ongoing Mental Health Services
xvii.	Referral to Substance Use Services
xviii.	Referral to Another State's Crisis Line
xix.	Clients Remaining in Community Location
xx.	Unknown Status
xxi.	Call was Non-Crisis Related
xxii.	Caller refused referral
25.	Number of follow-up calls completed within 48 hours
26.	Percentage of individuals who received a post-crisis follow-up from a Peer Support Specialist within 48 hours
27.	Number of crisis assessments performed on support contacts during the month
28.	Number of support contacts during the month that received a follow-up contact after immediate crisis
29.	Number of contacts that resulted in suicide attempts
30.	Number of contacts that resulted in death by suicide

1.8.3.3. Other metrics as identified in collaboration with the Department, including client-level demographic, performance, and service data.

1.8.4. The Contractor must provide key data in a format and at a frequency specified by the Department for the following performance measures:

1.8.4.1. One hundred percent (100%) of individuals contacting the NHRRAP, presenting with clinically appropriate concerns, and who provide consent will receive a follow-up contact by the Contractor within 48 hours of a phone, text, or chat crisis intervention;

1.8.4.2. Maximum contact wait time does not to exceed 5 minutes;

1.8.4.3. Minimum answer rates of 93%; and

1.8.4.4. Maximum abandonment rate does not exceed 7%, excluding calls that involve the caller hanging up within 20 seconds.

1.8.5. The Contractor must actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

1.9. Confidential Data

1.9.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.9.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.10. Privacy Impact Assessment

1.10.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.10.1.1. How PII is gathered and stored;

1.10.1.2. Who will have access to PII;

1.10.1.3. How PII will be used in the system;

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

1.10.1.5. Privacy practices.

1.10.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.11. Department Owned Devices, Systems and Network Usage

1.11.1. Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, authorized by the Department's Information Security Office to use

Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, must:

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

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

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

1.11.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

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

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

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

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

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

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

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

1.11.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

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

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

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

1.11.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

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

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

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

notify the Department's Information Security Office or designee immediately.

1.11.2. Workspace Requirement

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

1.12. Contract End-of-Life Transition Services

1.12.1. General Requirements

1.12.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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

1.12.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the

Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

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

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

1.12.2. Completion of Transition Services

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

1.12.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.12.3. Disagreement over Transition Services Results

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

2. Exhibits Incorporated

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

2.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit E, DHHS Information Security Requirements.

2.3. The Contractor must comply with all requirements specified in Exhibit E-1, DHHS DoIT Requirements Workbook.

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

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website

(https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. Credits and Copyright Ownership

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

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

4. Records

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

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

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

the Department.

4.1.3. Clinical records on each patient/recipient of clinical services through the NHRRAP.

4.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

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

New Hampshire Department of Health and Human Services
Behavioral Health Crisis Response Access Point

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 6% Federal funds, Block Grants for Community Mental Health Services, as awarded on May 16, 2024 and December 6, 2024, by the Substance Abuse and Mental Health Services Administration, ALN 93.958, FAIN #'s B09SM089640 and B09SM090358.
   1.2. 94% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet.
3. Readiness Period (Upon G&C approval - 6/30/25)
   3.1. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget.
4. Ongoing Post-Readiness Period Services (Effective 7/1/25)
   4.1. Payment shall be made upon completion of deliverables as specified in the table below:

Table A

Deliverable	Monthly Payment* Amount Not to Exceed *Inclusive of all costs for services provided, including, but not limited to personnel, travel, and equipment.	Annual Amount Not to Exceed
A minimum of 2,500 inquiries served per month	$255,401.92	$3,064,823
An answer rate of less than 30 seconds for 95 percent (95%) of calls	$109,457.92	$1,313,495
	TOTAL	**$4,378,318**

1. Calls include contacts made by phone, text and chat
2. "Calls Answered" may include misdirected calls and simple requests for information, where no further engagement nor clinical intervention from the NHRRAP is required. It may also include multiple calls related to the same inquiry.
3. Inquiries include calls, texts, and chats that are opened for callers where NHRRAP provides some level of service to the caller.

4.2. The Department may reduce the monthly reimbursement and withhold payment by the percentage that either deliverable is not met in any month.

4.2.1. The reduction methodology for when the number of inquiries falls below the minimum is as follows:

- Number of inquiries per month/Minimum of 2,500 inquiries served per month = Inquiry percentage.
- Inquiry percentage X Monthly payment amount = Invoice amount to be paid.

4.2.2. The reduction methodology for when the percentage of calls in which the answer rate of less than 30 seconds falls below the minimum is as follows:

- Number of calls with the answer rate of less than 30 seconds/number of total monthly calls = Answer rate percentage of calls answered in less than 30 seconds.
- Answer rate percentage of calls answered in less than 30 seconds/95 percent (95%) = Answer rate percentage. The Department will round up to the nearest ten thousandth.
- Answer rate percentage X Monthly payment amount = Invoice amount to be paid.

Examples of Reduction Methodology	Monthly Payment
Answer rate percentage 95% and greater	$109,457.92
Answer rate percentage 94%	$108,306.72
Answer rate percentage 90%	$103,697.92
Answer rate percentage 85%	$97,936.93

Answer rate percentage 75%	$86,414.94
Answer rate percentage 70%	$80,653.94

5. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   5.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   5.3. Identifies and requests payment in accordance with Section 3 above.
   5.4. Includes supporting documentation with each invoice:
      5.4.1. Readiness Period (Upon G&C approval - 6/30/25)
         5.4.1.1. Includes, but is not limited to: proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable,
      5.4.2. Ongoing Post-Readiness Period Services
         5.4.2.1. Data supporting the completion of each deliverable as described in Section 4, Table A.
   5.5. Is completed, dated and returned to the Department to initiate payment.
   5.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

6. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.
7. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions' Block 1.7 Completion Date.
8. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation

between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

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

9.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

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

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

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

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

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

9.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

9.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

10. If applicable, the Contractor must request disposition instructions from the

Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1, Budget

New Hampshire Department of Health and Human Services	
Contractor Name:	Protocall Services, Inc.
Budget Request for:	Behavioral Health Crisis Response Access Point
Budget Period	Upon G&C Approval - 6/30/25
Indirect Cost Rate (if applicable)	15%
Line Item	**Program Cost - Funded by DHHS**
1. Salary & Wages	$180,011
2. Fringe Benefits	$48,603
3. Consultants	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0
5.(a) Supplies - Educational	$0
5.(b) Supplies - Lab	$0
5.(c) Supplies - Pharmacy	$0
5.(d) Supplies - Medical	$0
5.(e) Supplies Office	$43,586
6. Travel	$11,200
7. Software	$11,209
8. (a) Other - Marketing/ Communications	$0
8. (b) Other - Education and Training	$36,355
8. (c) Other - Other (specify below)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
Other (please specify)	$0
9. Subrecipient Contracts	$0
Total Direct Costs	$330,964
Total Indirect Costs	$49,644
TOTAL	$380,608

Contractor Initials: Initial

Date: 4/3/2025

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

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The Contractor's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

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

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

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

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

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

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

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

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

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see https://omb.report/icr/201009-0348-022/doc/20388401

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

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

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

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 12689 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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

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

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

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

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. Have not within a three-year period preceding this proposal (Agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (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 (Agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. Where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (Agreement).

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

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

SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).
2. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
3. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
4. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
5. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
6. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
7. The Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
8. The Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
9. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
10. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.
11. The Clean Air Act (42 U.S.C. 7401-7671q.) which seeks to protect human health and the environment from emissions that pollute ambient, or outdoor, air.

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12. The Clean Water Act (33 U.S.C. 1251-1387) which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
13. Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) (41 U.S.C. 1908) which establishes administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
14. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708) which establishes that all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
15. Rights to Inventions Made Under a Contract or Agreement 37 CFR § 401.2 (a) which establishes the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

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

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SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Entity Identifier (SAM UEI; DUNS#)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC. Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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Exhibit D – Federal Requirements

FORM A

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

1. The UEI (SAM.gov) number for your entity is: CP7PMCCM7A75

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

   X NO _____ YES

   If the answer to #2 above is NO, stop here
   If the answer to #2 above is YES, please answer the following:

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

   _____ NO _____ YES

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Name: Protocall Services, Inc.

4/3/2025
Date:

DocuSigned by:
Name: Laura Schaefer
Title: COO

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

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

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

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

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

Appendix E-1 IT Requirements Workbook

APPLICATION REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality	Response	Example Response
			GENERAL SPECIFICATIONS	
A1.1	Ability to access data using open standards access protocol.	M	Data is accessible through REST APIs that adhere to open standards, providing secure authentication methods.	The solution being proposed will use a commercial off the shelf (COTS) software that utilizes XML, HTML and SQL all of which leverage open standards to allow for interoperability and continued quality.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Web services use standardized response formats to ensure interoperability and ease of integration with external systems.	As represented in A1.1 by utilizing open standards our solution is compliant with this requirement.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	The applications are web-based and developed to conform to W3C standards using cross-browser testing.	The web based component of this solution conforms to w3c standards in our case specifically leveraging HTML5, XML and SOAP
			APPLICATION SECURITY	
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Protocall's access conrol policy includes multi-factor authorization for access to workstations and any applications.	Utilizing our COTS solution will require the user to validate their identify through a user name and password provided after information is obtained to create the users account.
A2.13	All logs must be kept for one (1) year, unless protected health information is entered into/stored in the system or product, then all audit logs must be kept for six (6) years for HIPPA compliance.	M	Protocall's records retention policy is to store data in accordance with HIPAA law and therefore meet this requirement.	The COTS solution will maintain logs for 1 years
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Our software is not used for anything other than for what it is designed.	The solution will be implemented at the direction of the department to meet the requirements of the contract.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	All Protected Health Information is stored using 256-bit encryption at rest.	The COTS solution will encrypt data in transit and at rest coupled with role based access permissions the application data will be protected at rest
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Any application enhancements or upgrades will meet security requirements with no removal nor degradation.	The COTS solution and subsequent upgrades will maintain or enhance security requirements in partnership and communication with the State.
A2.19	Utilize change management documentation and procedures.	M	Change management is integrated into our Software Development Lifecycle (SDLC), following Agile principles. Changes are tracked and managed through iterative development cycles, with regular reviews and approvals to ensure alignment with project goals. Azure DevOps supports this process by facilitating task tracking, version control, and automated deployments.	The COTS solution will follow industry best practices for change management and the configuration administrators will document all changes made to production after final user acceptance of the changes.

TESTING REQUIREMENTS

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State Requirements				
Req #	Requirement Description	Criticality	Response	Example Response
	APPLICATION SECURITY TESTING			
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the Department and State's web site and its related Data assets.	M	Protocall is able to provide 3rd party security audits, reviews and testing. Protocall contracts with multiple providers for monthly vulnerablity scans, manual pen testing and security audits. Protocall utilizes MegaPlanIt as its 3PAO for HITRUST and StateRAMP/Fed RAMP certification.	As this is a COTS solution the components of the software that will be reviewed and tested will focus on the configuration of the system to meet the business and technical requirements of the solution.
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	Protocall is able to provide results of vulnerability scans, pen testing, and other evidence related to security controls in place.	The COTS solution has published documentation to address the technical, administrative and physical security controls available upon request.
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	We use Azure's encryption services, such as Azure Storage Service Encryption and Azure Key Vault, to secure data at rest and in transit. Decryption is managed through Azure Key Vault, which securely stores and provides access to encryption keys for authorized tools and services.	See A2.4 and A2.16
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	We use static application security testing (SAST) and (DAST) suite to test input validation in the application code, identifying vulnerabilities such as buffer overflow, cross-site scripting (XSS), SQL injection, and unauthorized file or directory access.	The COTS solution has an internal testing plan and is covered contractually to protect against the items listed
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	See T1.11. In addition to this, all web application and services are tested by penetration testing by a third-party and reports are shared with the infosec team for planned remediation in-line with our software security policy.	The COTS solution has an internal testing plan for ensuring the audit trail logs are in place.
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Protocall can provide 3rd party audits results (reports), results of vulnerability scans, results of pen testing, and results of static analysis of source code.	The 3rd party scans can be provided upon request. These reports are a sub-contract component with the COTS solution being employed on this solution.

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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	All security testing can be shared before the agreed upon go-live date.	As the COTS solution maintains FedRamp Moderate certification all testing was completed in order to maintain compliance. It is anticipated that testing of the configuration will be accomplished prior to production use.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Protocall follows a documented SDLC procedure for migrating application modifications from the UAT environment to Production, ensuring controlled and approved deployments.	All configurations will be accomplished in a single environment and approved to be implemented on demand. No migration will be performed for this COTS solution.
		STANDARD TESTING		
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	See T1.11	See T1.14
T2.2	The Vendor must perform application stress testing and tuning.	M	Stress testing is performed to ensure scalability before new features are released.	See T1.14
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	QA and test environments are independently maintained and can be made available for testing purposes. Testing is performed using defined procedures that simulate production scenarios, ensuring reliability and performance. Releases are managed through Azure DevOps pipelines, with controlled deployments from test environments to production following approval workflows.	See T1.14
T2.4	The vendor must define and test disaster recovery procedures.	M	Identified and defined threats to business continuity, as well as procedures for responding to them are included in our Business Continuity Plan. Each threat has correspondenging tabletop testing.	See T1.14
		DISASTER RECOVERY		
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Our Business Continuity Plan includes how any lost data will be recovered. We will engage with the State upon award to ensure the plans are architected to meet its needs.	See T1.14
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	We adhere to a defined and documented backup schedule of all code, data and infrastructure.	See H1.7
H2.4	Back-up copies of data are made for the purpose of facilitating a restore	M	Agreed	See H1.7
		SERVICE LEVEL AGREEMENT		

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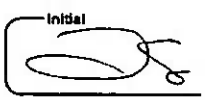
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Protocall affirms the solution will be maintained, operated and supported throughout the contract term and any extension period.	The COTS solution will be maintained, operated and supported per the contract terms.
H4.2	The Vendor shall maintain the Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Protocall will engage the State upon award related to meeting its specifications, terms and requirements.	The COTS configuration may be changed as needed to meet the State's requirements.
H4.3	The Vendor shall repair or replace the software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	As Protocall owns and is in full control of the software, we can adapt to meet the requirements of the State.	Since the solution is dependent upon the COTS solution proposed any replacement of the software would require a change order and amendment to the contract.
H4.4	Maintain all critical patches for operating systems, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.	M	For PaaS services, we follow best-practice recommendations for upgradability as defined by Microsoft. For any IaaS services, we have automatic patching through patching schedules. We also use Azure Update Management to monitor and manage patch compliance across our IaaS environments.	This will follow the COTS solutions roadmaps for patches in alignment with item T1.14
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes, Protocall will provide technical support as outlined.	The proposal will include technical support for the State between 8:30am and 5:00pm EST Monday through Friday.
H4.6	The Vendor shall conform to the specific deficiency class as described: o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.	M	We maintain detailed records of all maintenance activities related to our software, including system uptime, implemented changes (such as application updates and patches), and any issues reported. These issues are categorized based on severity, from critical problems that require immediate resolution to less impactful issues. For each category, we track response and resolution times. We can conform to the request of classifying items reported by the state by this classification system (class A to Class C) upon request.	The proposed solution will be a COTS solution and thus the solution will be able to comply with the following: Class A Deficiency - system is not available or is not performing the function agreed upon during production go live Class B Deficiency - COTS configuration issue with a workaround not impacting system utilization, but requires attention to resolve manual workaround. Class C Deficiency - COTS configuration that has minimum impact on the function. Would be de prioritized to complete remediation on Class B and Class A deficiencies.

Contractor Initials: 

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H4.7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.	M	Agreed	The proposed solution will be able to provide response times as described herein.
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	Our solution is able to operate fully 24/7/365 with no downtime for maintenance.	The COTS solution has full failover functionality allowing for maintenance to occur without impact to the business functionality.
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	We can provide records of server uptime, implemented change requests, critical outages, and deficiencies categorized by class (Class A, B, and C). Quarterly. We can provide the State with a report that includes these details, including initial response times and time to resolution for each deficiency class as requested.	The COTS solution will not be able to provide the details identified herein. The proposed solution will be able upon request to provide documentation surrounding configurations changes that were completed in production through the change management process, see A2.19.
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, Protocall will give two-business days notice prior to changes and updates, as well as, providing training.	Following the change management process see item A2.19 notification will be provided prior to implementation in production and training shall be performed either via in-person, video computer based training, and/or in documentation.

SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements

Req #	Requirement Description	Criticality	Response	Example Response
	SUPPORT & MAINTENANCE REQUIREMENTS			
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Agreed	Agreed
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Agreed	Based on assigned deficiencies the support team will resolve the issue and obtain acceptance following standard change management practices.

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S1.6	The Vendor shall make available to the State the latest program updates, and Documentation that are generally offered to its customers, at no additional cost.	M	Agreed	These documents will be provided based on their availability from the third-party COTS solution.
S1.7	For all maintenance Services calls, the Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Agreed	Agreed
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	M	Agreed if applicable however covered in H4.6 and H4.7 and also covered by best-practices defined in our Software development standards policy that can be shared.	The proposed solution and support will be able to diagnose root cause as needed as well as problem management to address repeat calls or configuration issues.
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Agreed	Agreed

PROJECT MANAGEMENT

State Requirements

Req #	Requirement Description	Criticality	Response	Example Response
	PROJECT MANAGEMENT			
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the	M	Agreed	Agreed
P1.2	Vendor shall provide Project Staff as specified in the RFA.	M	Agreed	Agreed
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than every two weeks.	M	Agreed	Agreed
P1.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Agreed	This proposal includes a weekly update for status reports that will include risks, actions, decisions. A monthly financial expense report will be provided.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	Agreed	This proposal includes standard project management principles and deliverables to include schedules, plans, reports, risks, actions, issues, decisions and financials and we can support utilizing the State project management solution or provide our own at the State's direction.

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P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Agreed	Agreed
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Plan of Operations. Virtual meetings may be permitted if approved by DHHS.	M	Agreed	All staff will be work remotely for the duration of this contract
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Agreed	Agreed
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well.	M	Agreed	Agreed
WEBSITE/SOCIAL MEDIA REQUIREMENTS AND MANAGEMENT				
State Requirements				
Req #	**Requirement Description**	**Criticality**	**Response**	**Example Response**
WEBSITE REQUIREMENTS AND MANAGEMENT				
W1.1	The Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.	M	Agreed	Agreed
W1.2	The Vendor shall develop and maintain public-facing NH Rapid Response website leveraging a content management system, as identified and approved by the Department.	M	Agreed	Agreed
W1.3	The Vendor shall ensure Sitewide SSL is enforced not page-to page. This will mitigate unencrypted connections.	M	Agreed	Agreed
W1.4	The Vendor shall ensure the SSL certificate expires within 3-5 years and there is a process to re-certifiy so as to limit site outages. Ensure certificates leverage SHA 256 encryption. Use a trusted certificate authority to satisfy this requirement.	M	Agreed	Agreed
W1.5	The Vendor shall obscure site website headers.	M	Agreed	Agreed
W1.6	The Vendor shall enable strict transport to ensure non-SSL connections	M	Agreed	Agreed
W1.7	The Vendor shall ensure the .gov website will not process, store, or	M	Agreed	Agreed

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W1.8	The Vendor shall ensure a redirect to the appropriate care system for chat functionality should occur. A splash screen should be created to inform the user of the redirect (e.g., why, where, and to hold tight as services will continue on the next screen).	M	Agreed	Agreed
W1.11	The Vendor shall follow the HHS website requirements	M	Agreed	Agreed

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BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

III. According to the HIPAA minimum necessary standard;

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

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

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

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

(3) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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accordance with 45 CFR Section 164.528.

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

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

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

(4) Obligations of Covered Entity

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

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

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

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

(5) Termination of Agreement for Cause

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

(6) Miscellaneous

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

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

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

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

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

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

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

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

Department of Health and Human Services	Protocall Services, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C624A2...	DocuSigned by: CD63182AE0404E3...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	laura schaefer
Name of Authorized Representative	Name of Authorized Representative
Director	COO
Title of Authorized Representative	Title of Authorized Representative
4/3/2025	4/3/2025
Date	Date

Contractor Initials: Initial

Date: 4/3/2025

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 PROTOCALL SERVICES, INC. is a Oregon Profit Corporation registered to transact business in New Hampshire on February 04, 2025. 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: **983703**

Certificate Number: **0007044812**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of February A.D. 2025.

David M. Scanlan

Secretary of State

State of New Hampshire

Filed
Date Filed : 02/04/2025 09:17:00 AM
Effective Date : 02/04/2025 09:17:00 AM
Filing # : 7043987 Pages : 2
Business ID : 983703
David M. Scanlan
Secretary of State
State of New Hampshire

Filing fee: $100.00
Use black print or type.

RS

APPLICATION FOR CERTIFICATE OF AUTHORITY OF A FOR PROFIT FOREIGN CORPORATION

PURSUANT TO THE PROVISIONS of the New Hampshire Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in New Hampshire and for that purpose submits the following statement:

FIRST: The name of the corporation is Protocall Services, Inc.

SECOND: The name which it elects to use in New Hampshire is Protocall Services, Inc.

THIRD: The complete address (including zip code and post office box, if any) of its principal office is:

5200 S Macadam Avenue, Suite 310	Portland	OR	97239
(no. & street)	(city/town)	(state)	(zip code)

Principal Business Information:

Principal Mailing Address:	5200 S Macadam Ave, Suite 310	Portland	OR	97239
	(no. & street)	(city/town)	(state)	(zip code)

Business Phone: 800-435-2197

Business Email: tammy.tone@protocallservices.com

☐ Please check if you would prefer to receive the courtesy Annual Report Reminder by email.

FOURTH: It is incorporated under the laws of Oregon

FIFTH: The date of its incorporation is 08/25/1997 and the period of its duration is perpetal

SIXTH: The name of its registered agent IN NEW HAMPSHIRE is:
Cogency Global Inc.

The complete address of its registered office IN NEW HAMPSHIRE (agent's business address) is:

63 Pleasant Street	Concord	NH	03301
(no. & street)	(city/town)	(state)	(zip code)

SEVENTH: Describe the principal purpose or purposes which it proposes to pursue in the transaction of business in New Hampshire (and if known, list the NAICS Code and Sub Code)
Submitting an RFP to do business with New Hampshire's Rapid Response Access Point

APPLICATION FOR CERTIFICATE OF AUTHORITY
OF A FOR PROFIT FOREIGN CORPORATION

Form 40
(Cont.)

EIGHTH: The names and usual business addresses of its current officers and directors are: (If there are additional officers or directors, attach additional sheet OR if the laws of the state of incorporation do not require directors, indicate below.)

Name	Title	Address
OFFICERS		
Philip H Evans	President/CEO	5200 S Macadam Ave, Suite 310 Portland, OR 97239
DIRECTORS		
Philip H Evans	President/CEO	5200 S Macadam Ave, Suite 310 Portland, OR 97239

Protocall Services, Inc.
(Corporate Name)

DocuSigned by:
Phil Evans
(Signature)

Philip H Evans
(Print or type name)

President/CEO
(Title)

Date signed: 2/3/2025

Note: The sale or offer for sale of capital stock of the corporation will comply with the requirements of the New Hampshire Uniform Securities Act (RSA 421-B). The capital stock of the corporation: 1) has been registered or when offered will be registered under RSA 421-B; 2) is exempted or when offered will be exempted under RSA 421-B; 3) is or will be offered in a transaction exempted from registration under RSA 421-B; 4) is not a security under RSA 421-B; OR 5) is a federal covered securities under RSA 421-B. The statement above shall not by itself constitute a registration or a notice of exemption from registration of securities within the meaning of sections 448 and 461(i)(3) of the United States Internal Revenue Code and the regulation promulgated thereunder.

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

Mailing Address - Corporation Division, NH Dept of State, 107 N Main St, Rm 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Rm 317, 25 Capitol St, Concord, NH

CERTIFICATE OF AUTHORITY

I, Phil Evans, 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 Protocall Services, 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 March 31, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Laura Schaefer, Chief Operating Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Protocall Services, 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: 3/31/2025

DocuSigned by:
Phil Evans
Signature of Elected Officer
Name: Phil Evans
Title: Chief Executive Officer

Docusign Envelope ID: BF505926-B395-4F85-8617-B474FA9A2F4F

PROTOSERV

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2025

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Bill Moore
USI Insurance Services NW CL1 825 NE Multnomah, Suite 1500 Portland, OR 97232 503 224-8390	PHONE (A/C, No, Ext): 503-265-5413 FAX (A/C, No): E-MAIL ADDRESS: bill.moore@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : SAIF Corporation	36196
INSURER C : Mercer Insurance Company	14478
INSURER D : Arch Specialty Insurance Company	21199
INSURER E : Federal Insurance Company	20281
INSURER F : Zurich American Insurance Company	16535

INSURED
Protocall Services, Inc.
5200 S Macadam Ave, Suite 310
Portland, OR 97239

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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:			B7039105627	12/09/2024	12/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$2000000 $1000000 $10000 $2000000 $4000000 $4000000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			B7039105627	12/09/2024	12/09/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$1000000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			633667	11/01/2024	11/01/2025	[X] PER STATUTE [ ] OTH-ER	
F	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			WC286747006	11/01/2024	11/01/2025	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Professional			PRO000186124	12/01/2024	11/01/2025	$2M Occ/$4M Agg	
D	Cyber Liabil			C4LRC071589CYBER20	11/01/2024	11/01/2025	$5,000,000	
E	Emp Practice			82636511	11/01/2024	11/01/2025	$1,000,000	

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

** Workers Comp Information **

Proprietors/Partners/Executive Officers/Members Excluded:

Phillip Evans, President - BOD

Retentions: Professional: $15,000. Employment Practices: $35,000. Cyber Liability: $25,000. Professional Liability Sublimit: Sexual Abuse and Misconduct Liability-$1,000,000. Certificate holder is included as (See Attached Descriptions)

CERTIFICATE HOLDER

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

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

Heidi McCauley

DESCRIPTIONS (Continued from Page 1)

additional insured as required by written contract on General Liability Policy, Cyber Liability Policy.

State of NH Department of Health and Human Services is included as Additional Insured as required by written contract on General Liability policy.