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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

April 4, 2025

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** amendment to an existing contract with Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc. (VC#318560), Greenwood Village, CO for continued maintenance and operation of the web-based Immunization Information System (I IS), by exercising a contract renewal option, by increasing the price limitation by $6,101,693 from $5,150,554 to $11,252,247 and by extending the completion date from June 30, 2025 to June 30, 2030, effective upon Governor and Council approval. 37% Federal Funds. 13% General Funds. 50% Other Funds (Interagency Transfer).

The original contract was approved by Governor and Council on June 10, 2020, item #14A, and amended on February 16, 2022, item #33.

Funds are available in State Fiscal Year 2025 and and are anticipated to be available in State Fiscal Years 2026 through 2030, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractor is the only vendor qualified and recognized by the Centers for Disease Control and Prevention to provide continued operation of the existing web-based immunization information system that is used by New Hampshire. Without a functioning immunization information system, the State would not be able to effectively manage access to immunizations and related data for healthcare providers and patients. The Department attempted to competitively bid the services included in this contract. A Request for Proposals was posted in February 2019 and canceled in May 2019 because no vendors responded to the solicitation.

The purpose of this request is to ensure continued maintenance, operation, and enhancement of New Hampshire's state immunization registry, known as the New Hampshire Immunization Information System (NHIIS). The NHIIS is used by the Department to streamline workflows within the immunization program, specifically vaccine inventory management, healthcare provider compliance, and secure storage of immunization records. This system is used for ordering and managing the vaccine inventory distributed by the Department's Immunization Program (NHIP) to healthcare providers. The NHIIS ensures accountability of

immunizations offered through New Hampshire's universal purchasing program for children and 317 program for adults, which allows providers access to vaccine with minimal administrative burden, increases access for families who want to pursue immunization for their children, and limits waste due to stringent supply and logistics management. The NHIIS also allows for medical providers, schools, or childcare agencies to receive immunization records for individuals who have opted in to the system. The system creates efficiencies for healthcare providers for management of immunization records, vaccine ordering, and inventory control. The NHIIS also benefits individuals as it is a central repository which assures they can access their complete immunization history in one place and control its use.

The Department will continue to monitor services by:

- Meeting with vendor regularly to review action plans and reporting on the current status of all tasks;
- Conducting briefing sessions on project status with Department staff upon request;
- Reviewing written weekly status reports where the Contractor documents any decisions made or discussions with Department staff;
- Maintaining an issues list, enhancement requests, and providing technical support services for the server environments based on the priority levels and problem resolution; and
- Reviewing an online monthly report on the activity and status of all logged requests received.

As referenced in Part 2, Information Technology Provisions, Section 2, Contract Term of the original agreement, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for five (5) of the five (5) years available.

Should the Governor and Council not authorize this request, the Department would not be able to comply with provisions of vaccine management and information sharing that supports no-cost vaccine access for children who are uninsured or on Medicaid, efficient administration for immunization related activities for healthcare providers, and record access and control for patients across the state.

Area served: Statewide

Source of Federal Funds: ALN #CFDA# 93.268 FAIN# NH23IP922595; ALN #CFDA# 93.967 FAIN# NE11OE000077.

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

Respectfully submitted,

Lori A. Weaver
Commissioner

Denis Goulet
Commissioner, DOIT

DOIT #2020-025B
RID #93915

05-95-90-902510-1956 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HEALTH DIV, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION - COVID-19

100% FEDERAL FUNDS CFDA 93.268 FAIN NH23IP922595

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90023210	$1,524,000	$0	$1,524,000
			Subtotal	$1,524,000	$0	$1,524,000

05-95-90-902510-2495 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION ARP

100% FEDERAL FUNDS CFDA 93.268 FAIN NH23IP922595

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2022	102-500731	Contracts for Prog Svc	90023800	$975,000	$0	$975,000
			Subtotal	*$975,000*	*$0*	*$975,000*

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

100% FEDERAL FUNDS CFDA 93.268 FAIN NHIP922595

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	102-500731	Contracts for Prog Svc	90023200	$964,114	$0	$964,114
2021	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2022	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2023	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2024	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2025	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2026	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2027	102-500731	Contracts for Prog Svc	90023200	$0	$0	$0
2028	102-500731	Contracts for Prog Svc	90023200	$0	$206,174	$206,174
2029	102-500731	Contracts for Prog Svc	90023200	$0	$296,577	$296,577
2030	102-500731	Contracts for Prog Svc	90023200	$0	$261,989	$261,989
			Subtotal	*$964,114*	*$764,740*	*$1,728,854*

05-95-90-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

100% GENERAL FUNDS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2020	103-502664	Contracts for Operational Svs	90023103	$173,000	$0	$173,000
2021	103-502664	Contracts for Operational Svs	90023103	$160,063	$0	$160,063
2022	103-502664	Contracts for Operational Svs	90023103	$160,063	$0	$160,063
2023	103-502664	Contracts for Operational Svs	90023103	$160,063	$0	$160,063
2024	103-502664	Contracts for Operational Svs	90023103	$160,063	$0	$160,063
2025	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
2026	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
2027	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
2028	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
2029	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
2030	103-502664	Contracts for Operational Svs	90023103	$0	$160,063	$160,063
			Subtotal	*$813,252*	*$960,378*	*$1,773,630*

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

100% Other Agency Funds (DHHS Class 027 - 50% General Funds and 50% Federal Funds)

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount

2020	038-509038	TECHNOLOGY-SOFTWARE	03900052	$74,188	$0	$74,188
2021	038-509038	TECHNOLOGY-SOFTWARE	03900052	$200,000	$0	$200,000
2022	038-509038	TECHNOLOGY-SOFTWARE	03900052	$200,000	$0	$200,000
2023	038-509038	TECHNOLOGY-SOFTWARE	03900052	$200,000	$0	$200,000
2024	038-509038	TECHNOLOGY-SOFTWARE	03900052	$200,000	$0	$200,000
2025	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$0	$0
2026	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$437,496	$437,496
2027	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$467,374	$467,374
2028	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$573,746	$573,746
2029	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$731,686	$731,686
2030	038-509038	TECHNOLOGY-SOFTWARE	03900052	$0	$766,273	$766,273
			Subtotal	***$874,188***	***$2,976,575***	***$3,850,763***

05-95-90-900510-1628 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFORMATICS, STRENGTHEN PH INFRASTRUCTURE

100% FEDERAL FUNDS CFDA 93.967 FAIN NE11OE000077

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2026	102-500731	Contracts for Prog Svc	90162810	$0	$1,400,000	$1,400,000
2027	102-500731	Contracts for Prog Svc	90162810	$0	$0	$0
2028	103-502664	Contracts for Operational Svs	90162810	$0	$0	$0
2029	103-502664	Contracts for Operational Svs	90162810	$0	$0	$0
2030	103-502664	Contracts for Operational Svs	90162810	$0	$0	$0
			Subtotal	***$0***	***$1,400,000***	***$1,400,000***

Grand Total	**$5,150,554**	**$6,101,693**	**$11,252,247**

STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

New Hampshire DoIT

27 Hazen Drive | Concord, NH | 03301
Fax: (603) 271-1516 | TDD: (800) 753-2964
doit.nh.gov

Denis Goulet, *Commissioner*

April 14, 2025

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc., as described below and referenced as DoIT No. 2020-025B.

The purpose of this request for continued maintenance and operation of the web-based Immunization Information System.

The Total Price Limitation shall increase by $6,101,693 for a New Total Price Limitation of $11,252,247, effective upon Governor and Council approval through June 30, 2030.

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

Sincerely,

Denis Goulet

DG/jd
DoIT #2020-025B
RID #93915

cc: Ken Gagne, IT Manager, DoIT

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

This Amendment to the VaxNH Immunization Information System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2020 (Item #14A), as amended on February 16, 2022 (Item #33), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 30, 2030

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
   $11,252,247

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

4. Modify Part 2 – Information Technology Provisions, Section 4.1, to read:
   4.1 THE CONTRACTOR'S CONTRACT MANAGER
   The Contractor shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. The Contractor's Contract Manager is:
   Gary Wheeler
   7995 East Prentice Avenue, Suite 305-E
   Greenwood Village, CO 80111
   Desk: 608.381.3695
   Fax: 303.914.9781
   Email: gwheeler@envisiontechnology.com

5. Modify Part 2 – Information Technology Provisions, Section 4.2.5, to read:
   4.2.5 Contractor Project Manager is:
   Gary Wheeler
   7995 East Prentice Avenue, Suite 305-E
   Greenwood Village, CO 80111
   Desk: 608.381.3695
   Fax: 303.914.9781
   Email: gwheeler@envisiontechnology.com

6. Modify Part 2 – Information Technology Provisions, Section 4.3.3.1, to read:

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

Key Member(s)	Title
Eric Whitworth	CEO
Wayne Sparks	CFO
Gary Wheeler	Executive VP and General Manager

7. Modify Part 2 – Information Technology Provisions, Section 4.4, to read:

4.4. STATE CONTRACT MANAGER

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

Colleen Smith
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4858
Email: Colleen.Smith@dhhs.nh.gov

8. Modify Part 2 – Information Technology Provisions, Section 4.5, to read:

4.5. STATE PROJECT MANAGER

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

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

The State Project Manager is:

Jacqueline Ramirez
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-0461
Email: Jacqueline.ramirez@dhhs.nh.gov

9. Modify Part 2 – Amendment #1 Information Technology Provisions; Section 16, to read:

16 DISPUTE RESOLUTION

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

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of

allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table			
LEVEL	**CONTRACTOR**	**STATE**	**CUMULATIVE ALLOTTED TIME**
Primary	Gary Wheeler, Executive VP	Colleen Smith, State Contract Manager	5 Business Days
First	Wayne Sparks, CFO	Iain Watt, Division of Public Health, Director	10 Business Days
Second	Eric Whitworth, CEO	Lori Weaver, Commissioner	15 Business Days

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

10. Modify Part 2 – Amendment #1, Information Technology Provisions; Section 17.10, to read:

17.10 Notices

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

To the Contractor:	To State:
Gary Wheeler, Executive Vice President and General Manager Envision Technology Partners, Inc 7995 East Prentice Avenue, Suite 305-E Greenwood Village, CO 80111 Desk: 608.381.3695 Fax: 303.914.9781 Email: gwheeler@envisiontechnology.com	Colleen Smith NH Division of Public Health Services, Immunization Section 29 Hazen Drive Concord, NH 03301 Desk: 603.271.4858 Email: Colleen.Smith@dhhs.nh.gov

11. Add Part 3, Exhibit A Statement of Work, Deliverables 17: Continued Maintenance and Operations, to read:

Deliverables 17: Continued Maintenance and Operations

Additional Ongoing Maintenance and Operations Costs: $3,622,016

Activity, Deliverables, or Milestones	Deliverable Type	Price SFY25	Price SFY26	Price SFY27	Price SFY28	Price SFY29	Price SFY30
Annual Product Support	Software	$88,140.51	$98,412.71	$103,333.35	$108,500.02	$113,925.03	$119,621.28
CDC IIS Annual Report	Software		$9,841.29	$10,333.36	$10,850.03	$11,392.54	$11,962.17
CDSi Forecaster Support	Software		$13,121.70	$13,777.79	$14,466.68	$15,190.02	$15,949.52
VTrckS ExIS Interface Support	Software		$13,121.70	$13,777.79	$14,466.68	$15,190.02	$15,949.52
IQIP Assessment Support	Software		$13,121.70	$13,777.79	$14,466.68	$15,190.02	$15,949.52
HL7 Message Support	Software	$21,922.49	$13,121.70	$13,777.79	$14,466.68	$15,190.02	$15,949.52
Azure Environment Management	Software		$78,730.17	$82,666.68	$86,800.02	$91,140.03	$95,697.03
Dashboards and Analytics	Software		$62,984.14	$66,133.35	$69,440.02	$72,912.03	$76,557.63
Public Portal	Software		$21,979.37	$23,078.34	$24,232.26	$25,443.88	$26,716.07
Immunization Ad Hoc Reporting Data Mart	Software	$50,000.00	$26,243.40	$27,555.57	$28,933.35	$30,380.02	$31,899.02

Provider Management	Software		$32,804.25	$34,444.47	$36,166.70	$37,975.04	$39,873.79
Education (School Nurse Interface)	Software		$13,121.70	$13,777.79	$14,466.68	$15,190.02	$15,949.52
Vitals Interface	Software		$19,994.98	$20,994.73	$22,044.47	$23,146.70	$24,304.04
EBI Interface	Software		$19,994.98	$20,994.73	$22,044.47	$23,146.70	$24,304.04
MS Azure	Software		$160,965.00	$169,013.25	$177,463.92	$186,337.12	$195,653.91
Annual Total		**$160,063.00**	**$597,558.79**	**$627,436.78**	**$658,808.66**	**$691,749.19**	**$726,336.58**
Note: Unspent SFY26 PHIG funds are authorized to carry over into SFY27 for enhancements.							

12. Add Part 3, Exhibit A Statement of Work, Deliverables 18: Continued Enhancements, 2025-2030, to read:

Deliverable 18: Continued Enhancements, 2025-2030

Additional Ongoing Enhancement Costs: $2,639,740						
Activity, Deliverables, or Milestones	Deliverable Type	Price SFY26	Price SFY27	Price SFY28	Price SFY29	Price SFY30
Funding for unplanned work and ad hoc data requests	Software	$700,000	700,000	$281,174	$496,577	$461,989
Annual Total		**$700,000**	**$700,000**	**$281,174**	**$496,577**	**$461,989**
Note: Unspent SFY26 PHIG funds are authorized to carry over into SFY27 for enhancements.						

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

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

State of New Hampshire
Department of Health and Human Services

DocuSigned by:
Iain Watt
D778BB63F9704C7...

4/15/2025
Date

Name: Iain Watt
Title: Director - DPHS

Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc.

Signed by:
Gary Wheeler
8DAD273FF39A4BA...

4/3/2025
Date

Name: Gary Wheeler
Title: Executive VP and GM

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

OFFICE OF THE ATTORNEY GENERAL

4/15/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name:
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SAGE PURSUITS, INC. is a Colorado Profit Corporation registered to transact business in New Hampshire on May 22, 2020. 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: **842769**

Certificate Number: **0007182050**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of May A.D. 2025.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Eric Whitworth, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Sage Pursuits, Inc. (d/b/a Envision Technology Partners, Inc.).

2. The following is a true result of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 10, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Eric Whitworth, CEO; Wayne Sparks, CFO; and Gary Wheeler, Executive Vice President and General Manager are duly authorized on behalf of the board to enter into contracts or agreements on behalf of the company Sage Pursuits, Inc. (d/b/a Envision Technology Partners, Inc) with the State of New Hampshire and any of its agencies or departments and further are authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: March 14, 2025

Eric Whitworth

Signature of Elected Officer
Name: Eric Whitworth
Title: Chief Executive Officer

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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

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

PRODUCER
Alliant Insurance Services, Inc.
32 Old Slip
New York NY 10005

License#: 812008
FOREPAR-20

CONTACT NAME: Michael N. Hutchinson
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: Michael.Hutchinson@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Insurance Company	35289
INSURER B : National Fire Insurance Compan	20478
INSURER C : Arch Specialty Insurance Compa	21199
INSURER D : Westfield Specialty Insurance	16992
INSURER E :	
INSURER F :	

INSURED
Sage Pursuits, Inc. dba Envision Technology Partners Inc.
7995 E Prentice Ave., Suite 305E
Greenwood Village, CO 80111

COVERAGES

CERTIFICATE NUMBER: 1517216197

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			7091976428	4/30/2025	4/30/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			7091976414	4/30/2025	4/30/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			7091976400	4/30/2025	4/30/2026	EACH OCCURRENCE	$ 6,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 6,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7092003239	4/30/2025	4/30/2026	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Cyber/Tech E&O			C-4LPQ-045736-CYBER-2024	4/30/2025	4/30/2026	Limit $5M	Ded. $50,000
D	Excess Cyber/Tech E&O			XCE-463466Y-00	4/30/2025	4/30/2026	Limit	$5M xs $5M

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

Named Insured:
Forefront TopCo, LLC
Forefront Parent, LLC
InductiveHealth Informatics, LLC
Forefront MidCo, LLC
Sage Pursuits, Inc. dba Envision Technology Partners Inc. (effective 1/14/2025)
Evidence Only

CERTIFICATE HOLDER

State of New Hampshire; Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Patricia M. Tilley
Director

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

February 2, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Retroactive** amendment to an existing contract with Sage Pursuits, Inc. (d/b/a Envision Technology Partners, Inc) (VC# 318560), Greenwood Village, CO for enhancements to the web-based Immunization Information System (IIS) to support the COVID-19 pandemic, by increasing the price limitation by $2,499,000 from $2,651,554 to 5,150,554 with no change to the contract completion date of June 30, 2025 effective retroactive to July 1, 2021 upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on June 10, 2020, item #14A.

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, and are anticipated to be available in State Fiscal Years 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department needed to expand the New Hampshire Immunization Information System functionality to ensure immunization data throughout the State can be reported. The Department did not have the funding available to support these required efforts until November 2021. With retroactive approval, the Department will be able to compensate the Contractor for work completed during the COVID-19 Vaccination response effort.

The purpose of this request is to expand the New Hampshire Immunization Information System functionality. The expansion will support Health Level seven (HL7) onboarding of 400 providers (1,000 sites); developing state dashboards for data quality reporting; and establishing data interfaces with the State's Enterprise Business Intelligence for COVID-19 vaccination data. Additionally, the Contractor will be making modifications of existing New Hampshire Immunization Information System reports to meet new Center of Disease Control requirements for COVID-19. In addition, this amendment will support the implementation of the following additional modules:

- Vaccine Ordering Module
- School Nurse Module

- Communication/Provider Management Module

HL7 onboarding is a major undertaking by both the provider community and for the Department. The onboarding process is a multistep process, and includes integrated user and provider management modules while allowing clinics to register in one portal. The Contractor will work on the New Hampshire Immunization Information System to enhance the process, which will make onboarding easier for both the provider community and the Department. The Contractor will develop the New Hampshire Immunization Information System inventory module, which allows providers to order COVID-19 vaccines directly from the State, bypassing the ordering from the Centers for Disease Control using the Vaccine Tracking System (VTrckS).

The Department will monitor contracted services by ensuring that the Contractor performs the following project management functions:

- Scheduling and conducting meetings with Department staff, maintaining action plans and reporting on the current status of all tasks;
- Conducting briefing sessions with Department management or the project team upon request;
- Reviewing written weekly status reports where the Contractor documents any decisions made or discussions with Department staff;
- Maintaining an issues list and enhancement requests and providing technical support services for the server environments based on the priority levels and problem resolution; and
- Reviewing an online monthly report on the activity and status of all logged requests received.

As referenced in Part 2, Information Technology Provisions, Contract Term of the original contract, the parties have the option to extend the agreement for up to five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is not exercising its option to renew at this time.

Area served: Statewide

Source of Funds: CFDA # 93.268, FAIN #23IP922595.

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

Respectfully submitted,

DocuSigned by:
Lori A. Shibinette
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Lori A. Shibinette
Commissioner

Fiscal Details Sheet for Sage Pursuits, Inc.
d/b/a Envision Technology Partners, Inc.

05-95-090-902510-1956, HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE, IMMUNIZATION COVID-19

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90023210	$0	$1,524,000	$1,524,000
			Subtotal	***$0***	***$1,524,000***	***$1,524,000***

05-95-090-902510-2495, HEALTH AND HUMAN SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE, IMMUNIZATION ARP

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2022	102-500731	Contracts for Prog Svc	90023800	$0	$975,000	$975,000
			Subtotal	***$0***	***$975,000***	***$975,000***

05-95-090-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	102-500731	Contracts for Prog Svc	90023200	$964,114	$0	$964,114
2020	103-502664	Contracts for Operational Svs	90023103	$173,000	$0	$173,000
2021	103-502664	Contracts for Operational Svc	90023103	$160,063	$0	$160,063
2022	103-502664	Contracts for Operational Svc	90023103	$160,063	$0	$160,063
2023	103-502664	Contracts for Operational Svc	90023103	$160,063	$0	$160,063

Fiscal Details Sheet for Sage Pursuits, Inc.
d/b/a Envision Technology Partners, Inc.

2024	103-502664	Contracts for Operational Svc	90023103	$160,063	$0	$160,063
			Subtotal	***$1,777,366***	***$0***	***$1,777,366***

01-03-03-030010-7695000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY OF, IT FOR DHHS 100% Other Agency Funds (DHHS Class 027 – 50% General Funds and 50% Federal Funds) Activity Code 03900052

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	038-509038	TECHNOLOGY - SOFTWARE	03900052	$74,188	$0	$74,188
2021	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000	$0	$200,000
2022	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000	$0	$200,000
2023	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000	$0	$200,000
2024	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000	$0	$200,000
			Subtotal	***$874,188***	***$0***	***$874,188***
			Total	**$2,651,554**	**$2,499,000**	**$5,150,554**

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

This Amendment to the VaxNH Immunization Information System contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 10, 2020, (Item #14 A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Part 1 Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $5,150,554

2. Add Part 3, Exhibit A Statement of Work, Section 3 Deliverables, Milestones, And Activities Schedule, Table 1 Section 16 to read:

OPERATIONS			
	Activity, Deliverable, or Milestone	**Projected Delivery Date**	**Deliverable Type**
16	COVID Enhancements and HL7 Support	6/30/2024	Software

3. Add Part 3, Exhibit A Statement of Work, Section 4, Deliverable 16: HL7 Enhancements and Support to read:

Deliverable 16: Enhancements and Support.

Communication/Provider Mgmt Task Items	Sub Tasks	Description
Provider Management Enhancements Discovery Sessions - Part 1	4.1	Part -1 Perform JAD sessions to gather requirements and workflow needed for managing providers. Expand on the ideas to date to improve registration, communication, and re-certification of COVID and non-COVID providers, and manage ultra-cold vaccines like the Pzifer COVID vaccine. Take the current functionality and add the additional client management features, including clinic- program communication support within the application. The intent is to reduce the workload on the NH IIS Program for pandemic and post-pandemic provider management activities. Prioritize functionality into Part 1 versus Part 2 enhancements.

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Provider Management Enhancements Discovery Sessions - Part 2	4.2	Part 2 - Perform JAD sessions to gather requirements and workflow needed for managing providers
Provider Management Enhancements Development - Part 1	4.3	Develop Part 1 of the ideas to improve registration, communication, and re-certification of COVID and non-COVID providers, and manage ultra-cold vaccines like the Pzifer COVID vaccine. Take the current functionality and add the additional client management features, including clinic-program communication support within the application. The intent is to reduce the workload on the NH IIS Program for pandemic and post-pandemic provider management activities.
Provider Management Enhancements Development - Part 2	4.4	Develop Part 2 of the ideas to improve registration, communication, and re-certification of COVID and non-COVID providers, and manage ultra-cold vaccines like the Pzifer COVID vaccine. Take the current functionality and add the additional client management features, including clinic-program communication support within the application. The intent is to reduce the workload on the NH IIS Program for pandemic and post-pandemic provider management activities.
Support for added functionality to the Provider Management Module	4.5	
COVID Dashboard Task Items	**Sub Tasks**	**Description**
Support of the WebIZ embedded Power BI dashboards	5.1	Support fee for the reporting functionality
One additional Power BI report	5.2	Develop one additional report to support the pandemic response activities
Support of the WebIZ embedded Power BI dashboards	5.3	Support fee for the reporting functionality
One additional Power BI report	5.4	Develop one additional report to support the pandemic response activities
Support of the WebIZ embedded Power BI dashboards	5.5	Support fee for the reporting functionality
One additional Power BI report	5.6	Develop one additional report to support the pandemic response activities
EBI and Vital Records Task Items	**Sub Tasks**	**Description**
Vital Registry integration	6.1	switch the file delivery mechanism to leverage SFTP
EBI integration setup and maintenance	6.2	maintain and enhance functionality as needed to support EBI integration
Vital Records Support	6.3	Support fee for the VINI integration

Vital Records Support	6.4	Support fee for the VINI integration
Vital Records Support	6.5	Support fee for the VINI integration
Additional COVID Data and Work Task Items	**Sub Tasks**	**Description**
Funding for unplanned COVID work and adhoc data requests	7.1	Adhoc data requests, Twilio charges, and other COVID unplanned work
QR Code Support	7.2	Patient Portal Enhancement and Support
Twilio Charges	7.3	Twilio Charges - 2 months
Funding for unplanned COVID work and adhoc data requests	7.4	Adhoc data requests and other COVID unplanned work
QR Code Support	7.5	Patient Portal Enhancement and Support
Funding for unplanned COVID work and adhoc data requests	7.6	Adhoc data requests and other COVID unplanned work
QR Code Support	7.7	Patient Portal Enhancement and Support
Funding for unplanned COVID work and adhoc data requests	7.8	Adhoc data requests and other COVID unplanned work

4. Add Part 3 Exhibit B Price and Payment Schedule, Section 1 Payment Schedule, Subsection 1.1 Firm Fixed Price, Table 2: Price and Payment Schedule, Deliverables, Sections 16 through 22 to read:

16	HL7 Enhancement Task Items	Sub Tasks	Delivery Date	Price
	HL7 Onboarding Discovery Sessions - Part 1	1.1	12/31/2022	$ 100,000.00
	HL7 Onboarding Discovery Sessions - Part 2	1.2	6/30/2023	$ 100,000.00
	HL7 Onboarding Discovery Sessions -Part 3	1.3	12/31/2023	$ 100,000.00
	HL7 Onboarding Development - Part 1	1.4	6/30/2023	$ 160,000.00
	HL7 Onboarding Development - Part 2	1.5	12/31/2023	$ 160,000.00

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	HL7 Onboarding Development - Part 3	1.6	6/30/2024	$	220,000.00
17	**School Nurse Task Items**	**Sub Tasks**	**Delivery Date**		**Price**
	Setup of the WebIZ School Nurse functionality	2.1	7/1/2021	$	15,000.00
	Support of the WebIZ School Nurse functionality	2.2	7/1/2021	$	612.50
	Support of the WebIZ School Nurse functionality	2.3	6/30/2022	$	3,266.67
	Support of the WebIZ School Nurse functionality	2.4	6/30/2023	$	3,266.67
	Support of the WebIZ School Nurse functionality	2.5	6/30/2024	$	3,266.67
18	**Vaccine Ordering Task Items**	**Sub Tasks**	**Delivery Date**		**Price**
	Add Z6 Profile to the Vaccine Order shipping info screen	3.1	9/30/2022	$	100,000.00
19	**Communication/Provider Mgmt Task Items**	**Sub Tasks**	**Delivery Date**		**Price**
	Provider Management Enhancements Discovery Sessions - Part 1	4.1	6/30/2022	$	100,000.00
	Provider Management Enhancements Discovery Sessions - Part 2	4.2	12/31/2022	$	60,000.00

	Provider Management Enhancements Development - Part 1	4.3	6/30/2023	$	200,000.00
	Provider Management Enhancements Development - Part 2	4.4	6/30/2024	$	117,000.00
	Support for added functionality to the Provider Management Module	4.5	6/30/2024	$	40,000.00
20	**COVID Dashboard Task Items**	**Sub Tasks**	**Delivery Date**		**Price**
	Support of the WebIZ embedded Power BI dashboards	5.1	6/30/2022	$	78,400.00
	One additional Power BI report	5.2	12/31/2022	$	40,000.00
	Support of the WebIZ embedded Power BI dashboards	5.3	6/30/2023	$	78,400.00
	One additional Power BI report	5.4	12/31/2023	$	40,000.00
	Support of the WebIZ embedded Power BI dashboards	5.5	6/30/2024	$	78,400.00
	One additional Power BI report	5.6	6/30/2024	$	40,000.00
21	**EBI and Vital Records Task Items**	**Sub Tasks**	**Delivery Date**		**Price**
	Vital Registry integration	6.1	6/30/2022	$	25,000.00
	EBI integration setup and maintenance	6.2	7/1/2021-6/30/2024	$	209,362.48
	Vital Records Support	6.3	6/30/2022	$	26,666.67
	Vital Records Support	6.4	6/30/2023	$	26,666.67
	Vital Records Support	6.5	6/30/2024	$	26,666.67

22	Additional COVID Data and Work Task Items	Sub Tasks	Delivery Date	Price	
	Funding for unplanned COVID work and adhoc data requests	7.1	7/1/2021-12/31/2021	$	49,025.00
	QR Code Support	7.2	6/30/2022	$	5,000.00
	Twilio Charges	7.3	1/1/2022-2/28/2022	$	3,000.00
	Funding for unplanned COVID work and adhoc data requests	7.4	1/1/2022 - 6/30/2022	$	100,000.00
	QR Code Support	7.5	6/30/2023	$	15,000.00
	Funding for unplanned COVID work and adhoc data requests	7.6	6/30/2023	$	100,000.00
	QR Code Support	7.7	6/30/2024	$	15,000.00
	Funding for unplanned COVID work and adhoc data requests	7.8	6/30/2024	$	60,000.00
	Grand Total			**$**	**2,499,000.00**

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Contractor Initials _____

Date 2/2/2022

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective retroactive to July 1, 2021, upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Health and Human Services

2/3/2022
Date

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

Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc.

2/2/2022
Date

DocuSigned by:
Claire Murchie
Name: Claire Murchie
Title: President

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

OFFICE OF THE ATTORNEY GENERAL

2/3/2022

Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette
Commissioner

Lisa M. Morris
Director

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

May 29, 2020

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a **Sole Source** contract with Sage Pursuits, Inc. (d/b/a Envision Technology Partners, Inc) (VC# 318560), Greenwood Village, CO in the amount of $2,651,554 for a web-based Immunization Information System (IIS), with the option to renew for up to five (5) additional years, effective upon Governor and Council approval through June 30, 2025. 53% Federal Funds. 47% General Funds.

Funds are available in the following accounts for State Fiscal Years 2020 and 2021, and are anticipated to be available in State Fiscal Years 2022, 2023, 2024, and 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-090-902510-5178 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, IMMUNIZATION PROGRAM

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for Prog Svc	90023200	$964,114
2020	103-502664	Contracts for Operational Svs	90023103	$173,000
2021	103-502664	Contracts for Operational Svc	90023103	$160,063
2022	103-502664	Contracts for Operational Svc	90023103	$160,063
2023	103-502664	Contracts for Operational Svc	90023103	$160,063
2024	103-502664	Contracts for Operational Svc	90023103	$160,063
			Subtotal	***$1,777,366***

01-03-03-030010-7695000 GENERAL GOVERNMENT, INFORMATION TECHNOLOGY DEPARTMENT OF, INFORMATION TECHNOLOGY OF, IT FOR DHHS 100% Other Agency Funds (DHHS Class 027 – 50% General Funds and 50% Federal Funds) Activity Code 03900052

State Fiscal Year	Class / Account	Class Title	Activity Code	Total Amount
2020	038-509038	TECHNOLOGY - SOFTWARE	03900052	$74,188
2021	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000
2022	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000
2023	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000
2024	038-509038	TECHNOLOGY - SOFTWARE	03900052	$200,000
			Subtotal	***$874,188***
			Total	**$2,651,554**

EXPLANATION

This request is **Sole Source** because the vendor is the only vendor able to provide the necessary services. The Centers for Disease Control and Prevention recognizes Envision Technology Partners, Inc. as a qualified vendor to provide a web-based Immunization Information System. The Department previously attempted to competitively bid the services included in this contract. A Request for Proposals was posted in February 2019 and canceled in May 2019 because no vendors responded to the solicitation.

The purpose of this request is for the Contractor to create a web-based Immunization Information System, which is a confidential, electronic system used to track administration of vaccines. This data system will record all immunization doses administered by participating providers to persons residing within New Hampshire to provide consolidated immunization histories so providers can determine appropriate patient vaccinations. In addition, the system will have the functionality of a vaccine ordering management system, which will be used by the Department to order, track, monitor, and assure accountability for $28 million in childhood vaccines purchased annually and distributed to approximately 300 healthcare providers in New Hampshire. The Contractor will work with the Department to setup and maintain this system, which will be available to all healthcare providers in New Hampshire. The system will provide aggregate data on vaccinations for use in surveillance, program operations, and public health

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action and be in full compliance with New Hampshire Administrative Rules He-P 307, which are designed to protect the privacy of residents and ensure that patient participation is voluntary.

During the first year of the contract, the Department will use approximately $1.0 million of federal funds to purchase the software licenses and transfer vaccine inventory, train and educate NHIP staff on the new system as well as provider demographic information (e.g. health care provider addresses, usernames, login, phone, etc.) from the legacy system to the new system. The Department will also educate New Hampshire staff on how to use the system, as well as develop education for end users. The roughly $300,000 of general funds will be used to pay for continued maintenance and support of the system during year one, which is the same source of funds used currently to fund the annual support and maintenance of the legacy system. The legacy system is incompatible with New Hampshire's needs and the annual support and maintenance of the existing system is unsustainable. The Department will recognize an immediate cost savings when it switches to the new system of approximately $200,000 per year in annual maintenance and support fees. Even when taking into consideration the $1 million in implementation costs, the Department will still save $79,655 over the life of the 5-year contract..

The Contractor will provide a project management plan as well as participate in regular project status meetings. The Contractor will work with the Department to migrate the current provider contact details and vaccine inventory data of providers to the new system. Training to internal staff will be given on how to use this system. The Contractor will assist in setting up interfaces between healthcare providers' electronic medical records and the new system. The Contractor will also assist in ensuring vaccine management files involved in providing ordering and returns from health care providers are interfacing with the Centers for Disease Control and Prevention vaccine ordering system. This system is used to process all vaccine purchased by the State of New Hampshire. The Contractor will provide updates and releases on a scheduled basis to ensure patient information is stored in accordance with HIPPA regulations and the strongest industry security standards.

Implementing this Immunization Information System offers numerous benefits to the Department, healthcare providers, and individuals and is a key component of immunization best practices recommended by the Centers for Disease Control and Prevention. Decreased duplicate immunizations, decreased healthcare costs, and increased immunization rates are all documented benefits of an Immunization Information System. This system can prompt providers to use the most up-to-date immunization recommendations and can provide technology to remind patients when immunizations are due. Participating patients and families will benefit from having access to a complete electronic immunization record that includes information from multiple healthcare organizations regardless of where a vaccine was received. The Department will use the system to assure accountability of publicly-purchased vaccines and to identify communities with low vaccination rates to promote vaccination and prevent infectious disease outbreaks. Besides New Hampshire, all 49 states and the District of Columbia have an Immunization Information System in place.

The Department will monitor contracted services by ensuring that the Contractor performs the following project management functions:

- Scheduling and conducting meetings with Department staff, maintaining action plans and reporting on the current status of all tasks;
- Conducting briefing sessions with Department management or the project team upon request;
- Reviewing written weekly status reports where the Contractor documents any decisions made or discussions with Department staff;

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- Maintaining an issues list and enhancement requests and providing technical support services for the server environments based on the priority levels and problem resolution; and
- Reviewing an online monthly report on the activity and status of all logged requests received.

As referenced in Part 2, Information Technology Provisions, Contract Term of the attached contract, the parties have the option to extend the agreement for up five (5) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, New Hampshire will be the only state in the nation without an Immunization Information System. If authorized, this system would allow for enhanced vaccine accountability of publicly purchased vaccine, and timely immunization data during vaccine-preventable disease outbreaks or pandemics. Moreover, the federal funding directed towards the acquisition and implementation of the system would be jeopardized if this system was not purchased.

Area served: Statewide

Source of Funds: CFDA# 93.268 FAIN# NH23IP922595

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

Respectfully submitted,

RW Lori A. Shibinette
Commissioner

for

Denis Goulet
Commissioner
Dept. of Information Technology

DoIT RID # 51248

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

Denis Goulet
Commissioner

May 29, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a sole source contract with Sage Pursuits, Inc. (d/b/a Envision Technology Partners, Inc) (VC# 318560), Greenwood Village, CO as described below and referenced as DoIT No. 2020-025.

> The purpose of this request is for Sage Pursuits, Inc. to implement a web-based Immunization Information System which is a confidential, population-based, computerized database that records all immunization doses administered by participating providers to persons residing within a given geographical area. The Immunization Information System will provide consolidated immunization histories to determine appropriate client vaccinations by a provider. In addition, the system will have the functionality of a vaccine ordering management system. Sage Pursuits, Inc. will also provide annual support and maintenance.
>
> The amount of the contract is not to exceed $2,651,554 and shall be effective upon Governor and Executive Council approval, through June 30, 2025.

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

Sincerely,

Kenneth R. Sunn for

Denis Goulet

DG/ik
DoIT #2020-025

cc: Mike Williams, IT Manager, DoIT

FORM NUMBER P-37 (version 5/8/15)

Subject: VaxNH Immunization Information System (SS-2020-DPHS-04-IMMUN)

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 NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Sage Pursuits, Inc. d/b/a Envision Technology Partners, Inc.		1.4 Contractor Address 7995 East Prentice Avenue, Suite 305-E Greenwood Village, CO 80111	
1.5 Contractor Phone Number 303.914.9797	1.6 Account Number 05-095-090-902510-51780000	1.7 Completion Date June 30, 2025	1.8 Price Limitation ~~$3,031,607~~ $2,651,554
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Claire Murchie		1.12 Name and Title of Contractor Signatory Claire Murchie, President	

1.13 Acknowledgement: State of , County of

On , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace.

1.14 State Agency Signature Ann M. Landry Date: 5/18/2020	1.15 Name and Title of State Agency Signatory Ann Landry

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Takhmina Rakhmatova On: 5/22/2020

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

CJM 05/27/2020

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

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

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
9.2 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.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials CJM
Date 05/15/2020

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials CJM

Date 05/15/2020

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TABLE OF CONTENTS

TERMS AND DEFINITIONS 2
1. CONTRACT DOCUMENTS 10
3. COMPENSATION 12
4. CONTRACT MANAGEMENT 12
5. DELIVERABLES 16
6. SOFTWARE 17
7. SERVICES 17
8. WORK PLAN DELIVERABLE 18
9. CHANGE ORDERS 18
10. INTELLECTUAL PROPERTY 19
11 USE OF STATE'S INFORMATION, CONFIDENTIALITY 20
12. LIMITATION OF LIABILITY 22
13 TERMINATION 22
14 CHANGE OF OWNERSHIP 25
15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS 25
16 DISPUTE RESOLUTION 26

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

TERMS AND DEFINITIONS

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

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed
Acceptance Test Plan	The Acceptance Test Plan provided by the Vendor and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System
Access Control	Supports the management of permissions for logging onto a computer or network
Agreement	A contract duly executed and legally binding.
Appendix	Supplementary material that is collected and appended at the back of a document
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Authorized Persons	The Contractor's employees, contractors, subcontractors or other agents who need to access the State's personal data to enable the Contractor to perform the services required.
Certification	The Vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Completion Date	End date for the Contract
Confidential Information	Information required to be kept Confidential from unauthorized disclosure *under the Contract*
Contract	This Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Agreement	Part 1, 2, and 3.. The documentation consisting of both the pp Provisions and the Exhibits which represents the understanding and acceptance of the reciprocal legal rights and duties of the parties with respect to the Scope of Work

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: *Contract Management)*
Contract Price	The total, not to exceed amount to be paid by the State to the Contractor for product and services described in the Contract Agreement. This amount is listed in the General Provisions Section 1.8 (P-37).
Contractor	The Vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Contracted Vendor/Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the Vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the Vendor specifically for this Project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the Contract Term
Data Breach	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of a the State's unencrypted non-public data.
DBA	Database Administrator
Deficiencies/Defects	A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications. **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. **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. **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.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the Vendor to the State or under the terms of a Contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Digital Signature	Certification that guarantees the unaltered state of a file, also known as "code signing."
Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract
Encryption	Supports the transformation of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Vendor's cost experience in performing the Contract
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the Contractor as essential to work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Public Information	Data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, services, other
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State Contract Manager's written direction to the Vendor to begin work on the Contract on a given date and time
Open Data Formats	A data format based on an underlying Open Standard.
Open Source Software	Software that guarantees the user unrestricted use of the Software as defined in RSA 21-R:10 and RSA 21-R:11.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Operational	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Personal Data	Data that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
Project	The planned undertaking regarding the entire subject matter of a Contract and the activities of the parties related hereto.
Project Team	The group of State employees and contracted Vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Project Management Plan	A document that describes the processes and methodology to be employed by the Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and the Vendor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with the Vendor on the Project
Proposal	The submission from a Vendor in response to the Request for a Proposal or Statement of Work
Protected Health Information (PHI)	Individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract
Security Incident	The potentially unauthorized access by non-authorized persons to personal data or non-public data the Contractor believes could reasonably result in the use, disclosure or theft of a State's unencrypted personal data or non-public data within the possession or control of the Contractor. A security incident may or may not turn into a data breach.
Service Level Agreement (SLA)	A signed agreement between both the State and the Contractor that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
Service	The work or labor to be performed by the Vendor on the Project as described in the Contract.
the Contractor	The vendor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.
Software	All custom Software and COTS Software provided by the Vendor under the Contract
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this Contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications.
Specifications	The written provisions that set forth the requirements which include, without limitation, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire Department of Health and Human Services

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

	29 Hazen Drive Concord, NH 03301 Reference to the term "State" shall include applicable agencies
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Vendor. The Contract Agreement SOW defines the results that the Vendor remains responsible and accountable for achieving.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A
State Data	For SaaS applications means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
State Identified Contact	The person or persons designated in writing by the State to receive security incident or breach notification.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined
Technical Authorization	Direction to a Vendor, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Term	Period of the Contract from the Effective Date through termination.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Transition Services	Services and support provided when Contractor is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor/ Contracted Vendor	The Vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development
Work Hours	Vendor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by the Vendor either in paper or electronic format.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department of Health and Human Services ("State"), and Envision Technology Partners, Inc., a Corporation, ("Contractor"), having its principal place of business at 7995 East Prentice Avenue, Suite 305-E Greenwood Village, CO 80111

An Immunization Information System (IIS) is a confidential, population-based, computerized database that records all immunization doses administered by participating providers to persons residing within a given geopolitical area. An IIS can make available aggregate data on immunizations for use in surveillance, program operations, and public health policy development. An IIS also provides consolidated immunization histories to determine appropriate client vaccinations by a provider. In addition, IIS has the functionality of a vaccine ordering management system.

RECITALS

Whereas the State desires to have the Contractor provide an Immunization Information System, and associated Services for the State;

Whereas the Contractor wishes to implement Envision's Commercial Off the Shelf, WebIZ Immunization Information System, for the New Hampshire Division of Public Health Services. The solution includes a license to the WebIZ application, hosting, maintenance, and support for the activities of the New Hampshire Immunization Information System (NHIIS). The WebIZ application provides the ability for health and medical practices to enter immunization data, analyze, and track immunization activity for individuals from birth to death throughout New Hampshire. WebIZ data is used to evaluate the effectiveness of the statewide Immunization Program, determine the need for the new programs, and identify underserved populations. The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 CONTRACT DOCUMENTS

This Contract Agreement (2020-025) is comprised of the following documents:

A. Part 1 - Form P-37 General Provision
B. Part 2 - Information Technology Provisions
C. Part 3 - Exhibits
   - Exhibit A- Contract Deliverables
   - Exhibit B- Price and Payment Schedule
   - Exhibit C- Special Provisions
   - Exhibit D- Administrative Services
   - Exhibit E- Implementation Services
   - Exhibit F- Testing Services
   - Exhibit G- Maintenance and Support Services

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

Exhibit H- Requirements
Exhibit I- Work Plan
Exhibit J- Software Agreement
Exhibit K- Warranty and Warranty Services
Exhibit L- Training Services
Exhibit M- Agency RFP with Addendums, by reference
Exhibit N- Vendor Proposal, by reference
Exhibit O- Certificates and Attachments
Exhibit P- DHHS Information Security Requirements
Exhibit Q – Certification Regarding Drug-Free Workplace Requirements
Exhibit R- Certification Regarding Lobbying
Exhibit S- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Exhibit T- Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections
Exhibit U – Certification Regarding Environmental Tobacco Smoke
Exhibit V- Health Insurance Portability and Accountability Act Business Associate Agreement
Exhibit W- Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance

1.2 ORDER OF PRECEDENCE

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

a. State of New Hampshire, Department of Health and Human Services Contract Agreement 2020-035, including Parts 1.
b. State of New Hampshire, < Department of Health and Human Services Contract Agreement 2020-035, including Parts 2
c. State of New Hampshire, < Department of Health and Human Services Contract Agreement 2020-035, including Parts 3

2. CONTRACT TERM

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of governmental approvals, including but not limited to, Governor and Executive Council of the State of New Hampshire approval(Effective Date) The contract shall begin on the Effective Date and extend through June 30, 2025 followed by five (5) years of maintenance and support. The Term may be extended up to June 30, 2030, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term. Maintenance and Support services shall start on the next day of the State's issuance of the Letter of Acceptance in response to UAT.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

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

3. COMPENSATION

3.1 CONTRACT PRICE

The Contract Price, Part 1, P37, block 1.8 price limitation, method of payment, and terms of payment are identified and more particularly described in section 5 of P-37 Agreement and Part 3 Contract Exhibit B: *Price and Payment Schedule*.

3.2 NON-EXCLUSIVE CONTRACT

The State reserves the right, at its discretion, to retain other vendors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. the Contractor shall not be responsible for any delay, act, or omission of such other vendors, except that the Contractor shall be responsible for any delay, act, or omission of the other vendors if such delay, act, or omission is caused by or due to the fault of the Contractor.

4. CONTRACT MANAGEMENT

The Contractor shall provide all necessary resources to perform its obligations under the Contract. The Contractor shall be responsible for managing the Project to its successful completion.

4.1 THE CONTRACTOR'S CONTRACT MANAGER

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

Claire Murchie
7995 East Prentice Avenue, Suite 305-E
Greenwood Village, CO 80111
Desk: 303.914.9797 x104
Cell: 720.891.8551
Fax: 303.914.9781
Email: cjmurchie@envisiontechnology.com

4.2 THE CONTRACTOR'S PROJECT MANAGER

4.2.1 Contract Project Manager

The Contractor shall assign a Project Manager who meets the requirements of the Contract. The Contractor's selection of the Contracted Vendor Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Contractor's Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or

reassignment of the Contractor's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 The Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as the Contractor's representative for all administrative and management matters. The Contractor's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Exhibit I, Section 2. The Contractor's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. The Contractor's Project Manager must work diligently and use his/ her best efforts on the Project.

4.2.3 The Contractor shall not change its assignment of the Contractor's Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than of the Contractor's Project Manager being replaced; meet the requirements of the Contract; and be subject to reference and background checks described above in Information Technology Provisions, Section 4.2.1: Contract Project Manager, and in Contract Agreement Information Technology Provisions, Section 4.6: Reference and Background Checks, below. The Contractor shall assign a replacement of the Contractor's Project Manager within ten (10) business days of the departure of the prior Contractor's Project Manager, and the Contractor shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Project Manager.

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

4.2.5 CONTRACTOR Project Manager is:
Claire Murchie
7995 East Prentice Avenue, Suite 305-E
Greenwood Village, CO 80111
Desk: 303.914.9797 x104
Cell: 720.891.8551
Fax: 303.914.9781
Email: cjmurchie@envisiontechnology.com

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

4.3 CONTRACTOR KEY PROJECT STAFF

4.3.1 The Contractor shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in *Exhibit A Section 3. Deliverables, Milestones and Activities Schedule and Exhibit A Section 4. Deliverables*. The State may conduct reference and background checks on the Contractor's Key Project Staff. The State reserves the right to require removal or reassignment of the Contractor's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with Information Technology Provisions Section 4.6: Reference and *Background Checks*.

4.3.2 The Contractor shall not change any of the Contractor's Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of the Contractor's Key Project Staff will not be unreasonably withheld. The replacement of the Contractor's Key Project Staff shall have comparable or greater skills than of the Contractor's Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in Exhibit A Section 3. Deliverables, Milestones and Activities Schedule and Exhibit A Section 4. Deliverables, and be subject to reference and background checks described in Contract Agreement- Information Technology Provisions, Section 4.6: *Reference and Background Checks*,

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

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

The Contractor's Key Project Staff:

Key Member(s)	Title
Claire Murchie	President
Steve Murchie	CEO and Developemnt Manager
Brad Couse	Senior Developer

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

4.4 STATE CONTRACT MANAGER

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

TW Hull
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4456
Email: Torane. Hull@DHHS.NH.GOV

4.5 STATE PROJECT MANAGER

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

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

The State Project Manager is:

TW Hull
29 Hazen Drive
Concord, NH 03301
Tel: (603) 271-4456
Email: Torane. Hull@DHHS.NH.GOV

4.6 REFERENCE AND BACKGROUND CHECKS

The Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or

misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents.

The State may, at its sole expense, conduct reference and background screening of the Contracted Vendor Project Manager and the Contractor Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement – Information Technology Provisions-Section 11: Use of State's Information, Confidentiality.

5. DELIVERABLES

5.1 CONTRACTOR RESPONSIBILITIES

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

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

5.2 DELIVERABLES AND SERVICES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

5.3 NON-SOFTWARE AND WRITTEN DELIVERABLES REVIEW AND ACCEPTANCE

After receiving written Certification from the Contractor that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State will Review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of the Contractor's written Certification. If the State rejects the Deliverable, the State shall notify the Contractor of the nature and class of the Deficiency and the Contractor shall correct the Deficiency within the period identified in the Work Plan. If no period for the Contractor's correction of the Deliverable is identified, the Contractor shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If the Contractor fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected,

or immediately terminate the Contract, declare the Contractor in default, and pursue its remedies at law and in equity.

5.4 SOFTWARE REVIEW AND ACCEPTANCE
System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

6. SOFTWARE

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

7. SERVICES

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

7.1 ADMINISTRATIVE SERVICES
The Contractor shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: Administrative Services.

7.2 IMPLEMENTATION SERVICES
The Contractor shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: Implementation Services.

7.3 TESTING SERVICES
The Contractor shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: Testing Services.

7.4 TRAINING SERVICES
The Contractor shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: Training Services.

7.5 MAINTENANCE AND SUPPORT SERVICES
The Contractor shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: Maintenance and Support Services.

7.6 WARRANTY SERVICES
The Contractor shall provide the State with warranty Services set forth in the Contract, and particularly described in Exhibit K: Warranty and Warranty Services.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

8. WORK PLAN DELIVERABLE

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

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

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

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

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

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

9. CHANGE ORDERS

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

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

shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from the Contractor to the State, and the State acceptance of the Contractor's estimate for a State requested change, will be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State, which, at the minimum, will require governmental approvals, including Governor and Executive Council approval.

10. INTELLECTUAL PROPERTY

10.1 SOFTWARE TITLE

Title, right, and interest (including all ownership and intellectual property rights) in the Software, and its associated Documentation, shall remain with the Contractor.

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

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

10.2 STATE'S DATA

All rights, title and interest in State Data shall remain with the State. All data 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. The Contractor shall not access State user accounts or State data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the State's written request.

10.3 CONTRACTOR'S MATERIALS

Subject to the provisions of this Contract, the Contractor may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the provision of this Contract, the Contractor shall not distribute any products containing or disclose any State Confidential Information. The Contractor shall be free to use its general knowledge, skills

and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by the Contractor employees or third party consultants engaged by the Contractor.

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

10.4 STATE WEBSITE COPYRIGHT

WWW Copyright and Intellectual Property Rights

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

10.5 CUSTOM SOFTWARE SOURCE CODE

N/A

10.6 SURVIVAL

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11 USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 USE OF STATE'S INFORMATION

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

11.2 STATE CONFIDENTIAL INFORMATION

The Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

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

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

11.3 CONTRACTOR CONFIDENTIAL INFORMATION

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. The Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor.

11.4 SURVIVAL

This Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12 LIMITATION OF LIABILITY

12.1 STATE

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to the Contractor shall not exceed the total Contract price set forth in Contract Agreement – General Provisions, Block 1.8.

12.2 STATE'S IMMUNITY

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.3 SURVIVAL

This Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

13 TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 TERMINATION FOR DEFAULT

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

a. Failure to perform the Services satisfactorily or on schedule;
b. Failure to submit any report required; and/or
c. Failure to perform any other covenant, term or condition of the Contract

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

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

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

c. Set off against any other obligations the State may owe to the Vendor any damages the State suffers by reason of any Event of Default;

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

e. Procure Services that are the subject of the Contract from another source and the Contractor shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

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

13.2 TERMINATION FOR CONVENIENCE

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to the Contractor. In the event of a termination for convenience, the State shall pay the Contractor the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

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

13.3 TERMINATION FOR CONFLICT OF INTEREST

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

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

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

13.4 TERMINATION PROCEDURE

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

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

a. The State shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the SLA.

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

c. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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

e. During any period of service suspension, the Contractor shall not take any action to intentionally erase any State data.

1. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase any State data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period

- 30 days after the effective date of termination, if the termination is for convenience

- 60 days after the effective date of termination, if the termination is for cause

2. After such period, the Contractor shall have no obligation to maintain or provide any State data and shall thereafter, unless legally prohibited, delete all State data in its systems or otherwise in its possession or under its control.

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

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

h. The Contractor shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the State. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State.

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

14 CHANGE OF OWNERSHIP

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

15 ASSIGNMENT, DELEGATION AND SUBCONTRACTS

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

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

of the contract. The State shall consider the Contractor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

15.3 Notwithstanding the foregoing, nothing herein shall prohibit the Contractor from assigning the Contract to the successor of all or substantially all of the assets or business of the Contractor provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that the Contractor should change ownership, as permitted under Section 15: *Change of Ownership*, the State shall have the option to continue under the Contract with the Contractor, its successors or assigns for the full remaining term of the Contract; continue under the Contract with the Contractor, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to the Contractor, its successors or assigns.

16 DISPUTE RESOLUTION

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

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

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	CUMULATIVE ALLOTTED TIME
Primary	Claire Murchie President	TW Hull State Project Manager (PM)	5 Business Days
First	Steven Murchie CEO	Lisa Morris Director	10 Business Days
Second		Lori Shibinette, Commissioner	15 Business Days

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

17 GENERAL TERMS AND CONDITIONS

17.1 COMPUTER USE

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

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

b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall the Contractor access or attempt to access any information without having the express authority to do so.

c. That at no time shall the Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.

d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times the Contractor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the Contractor. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.

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

17.2 EMAIL USE

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

17.3 INTERNET/INTRANET USE

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

17.4 REGULATORY GOVERNMENT APPROVALS

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

17.5 INSURANCE CERTIFICATE

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

17.6 EXHIBITS

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

17.7 VENUE AND JURISDICTION

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

17.8 SURVIVAL

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the Exhibit D Section 5: Records Retention and Access Requirements, Exhibit D Section 6: Accounting Requirements, and Information Technology Provisions-Section 11: Use of State's Information, Confidentiality and Information Technology Provisions- Section 13: Termination which shall all survive the termination of the Contract.

17.9 FORCE MAJEURE

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

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.

17.10 NOTICES

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

TO THE CONTRACTOR	TO STATE:
CLAIRE MURCHIE	TW HULL
	STATE OF NEW HAMPSHIRE
7995 E. PRENTICE AVE. STE.205-E	DIVISION OF PUBLIC HEALTH
GREENWOOD VILLAGE, CO 80111	29 HAZEN DRIVE
TEL: (303) 914-9797 EXT. 104	CONCORD, NH 03301
	TEL: (603) 271-4456

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 2 - INFORMATION TECHNOLOGY PROVISIONS

CJMURCHIE@ENVISIONTECHNOLOGY.COM

17.11 DATA PROTECTION

The Contractor shall comply with Exhibit P of this Contract, DHHS Information Security Requirements.

17.12. DATA LOCATION
The Contractor shall provide its Services to the State and its end users solely from data centers within the Continental United States. All storage, processing and transmission of State data shall be restricted to information technology systems within the Continental United States. The Contractor shall not allow its personnel or sub-contractors to store State data on portable devices, including personal computers, except as set forth in Exhibit P of this Contract, DHHS Information Security Requirements..

17.13. SECURITY INCIDENT OR DATA BREACH NOTIFICATION
The Contractor shall comply with Exhibit P of this Contract, DHHS Information Security Requirements.

17.14. BREACH RESPONSIBILITIES
The Contractor shall comply with Exhibit P of this Contract, DHHS Information Security Requirements.

17.15. NOTIFICATION OF LEGAL REQUESTS
The Contractor shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's data under this contract, or which in any way might reasonably require access to the data of the State. the Contractor shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice.

17.16. ACCESS TO SECURITY LOGS AND REPORTS
The Contractor shall provide reports to the State in a format as agreed to by both the Contractor and the State. Reports shall include, user access, user access IP address, user access history and security logs for all State files related to this contract.

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

17.18. DATA CENTER AUDIT

The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide a redacted version of the audit report upon request. the Contractor may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. For the Azure attestation will not be provided by the vendor, the Department would have to obtain that information on their own.

17.19. ADVANCE NOTICE
The Contractor shall give advance notice to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

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

17.21. NON-DISCLOSURE AND SEPARATION OF DUTIES
The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State data to that which is absolutely necessary to perform job duties.

17.22. IMPORT AND EXPORT OF DATA
The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other service providers.

17.23. RESPONSIBILITIES AND UPTIME GUARANTEE
The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in this agreement.

17.24. RIGHT TO REMOVE INDIVIDUALS
The State shall have the right at any time to require that the Contractor remove from interaction with State any the Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such

individual, the Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

1. Statement of Work

The Contractor shall provide the New Hampshire Division of Public Health Services (DHHS) with a fully integrated WebIZ Immunization Information System that supports the full breadth of the New Hampshire Immunization Information System (NHIIS) operations. The Contractor shall provide fully integrated solution, including license to the WebIZ System, hosting, maintenance and support. WebIZ System shall enable health and medical practices to enter immunization data, analyze, and track immunization activity for individuals from birth to death throughout New Hampshire to evaluate the effectiveness of the statewide Immunization Program, determine the need for the new programs, and identify underserved populations.

2. General Project Assumptions

2.1. The Contractor will provide project tracking tools and templates to record and manage Issues, Risks, Change Requests, Requirements, and other documents used in the management and tracking of the project. The State of New Hampshire and the Contractor's Project Managers will review these tools and templates and determine which ones will be used for the project, as part of the initial planning phase of the contract. Training on these tools and templates will be conducted at the start of each phase in which they will be used.

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

2.3. The Contractor shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in. The Contractor shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

2.4. The Deliverables are set forth in the Schedule described below in Section 3 and Section 4. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

2.5. Pricing for Deliverables set forth in Exhibit B: Price and Payment Schedule. Pricing will be effective for the Term of this Contract, and any extensions thereof.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

3. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

Table 1

	Activity, Deliverable, or Milestone	Projected Delivery Date	Deliverable Type
PLANNING AND PROJECT MANAGEMENT			
1	Contract Licenses	6/30/20	Software Licenses
2	Project Management	6/30/21	Written
3	Project Planning	9/10/20	Written
INSTALLATION			
4	WebIZ Configuration, Setup, and VTrckS and HL7 Interfaces WebIZ, Provider Management, HL7 Onboarding, and Public Portal	11/30/20	Software
5	Data Conversion Plan	11/30/20	Software
6	Development	1/11/21	Software
7	Practice Data Conversion	5/31/21	Software
8	Technical Support for Azure Hosted Environment	6/30/21	Software
TESTING			
9	WebIZ Training and Materials	2/4/21	Software
SYSTEM DEPLOYMENT			
10	User Acceptance Testing	6/3/21	Software
11	Production Release and Go-Live and 90 Day Warranty	9/3/21	Software
OPERATIONS			
12	Datamart Setup	9/3/21	Software
13	Mobile WebIZ	9/3/21	Software
14	Annual Support After Go-Live	9/3/21	Software
15	Emergency Response Enhancement Requests (including Change Orders)	N/A	Software

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

4. DELIVERABLES

The following sections describe the required tasks and subtasks to be performed by the Contractor for each Deliverable under the terms of this Agreement. The Contractor must perform each task and/or subtask, but is not limited to performing only the identified task or subtasks in a given project area. The Parties hereby agree that the Deliverables(s) are the controlling items and that the Contractor's obligation is to perform and deliver the Deliverable as described in the following sections. Deliverables should be submitted to the Department and will be subject to Department review and acceptance.

Deliverable 1: Contract Initiation

Deliverable One	Due Date	
Envision Licenses	06/30/2020	
Task Item	Sub Tasks	Description
Contract Initiation	Sub 1	Contractor to deliver Software License Agreement for all modules: WebIZ, Provider Management, DataMart, Mobile WebIZ

Deliverable 2: Project Management

Deliverable Two	Due Date	
Envision Project Management	06/30/2020, continuing for 12 months.	
Task Item	Sub Tasks	Description
Weekly Meetings	Sub 1	Schedule and conduct meetings with NH DPHS staff, maintain action plans and report on the current status of all tasks.
	Sub 2	Conduct briefing sessions with NH DPHS personnel as requested by NH DPHS Management or Project Team.
Status Reports	Sub 1	Contractor will provide written weekly status reports that document any decisions made or discussions with NH DPHS staff.

Deliverable 3: Project Planning

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

Deliverable Three	Due Date
Project Planning and Initiation	09/10/2020

Task Item	Sub Tasks	Description
On-site Project Kickoff	Sub1	The Contractor will lead a two-day onsite meeting with the NH DPHS project team to ensure that all key participants and stakeholders have the same common understanding about the project scope and implementation methodology. Contractor will provide the agenda and be responsible for publishing meeting minutes. The result of the onsite meeting will be the refinement of the Project Plan.
Detailed Project Plan	Sub1	The Contractor will refine the draft project plan based on feedback from the kick-off meeting
Provide Project Templates	Sub 1	Provide approved templates and completion instructions for all subsequent deliverables, including: • Project Management Artifacts (e.g., Status reports, Issues Log, Meeting Notes/Summaries) • JAD Session Artifacts (e.g., WebIZ Configuration document, VTrckS, and HL7 Specification documents) • UAT and Data Migration Test Plans • Training Plans and Materials

Deliverable 4: WebIZ Configuration, Setup, and Interfaces

Deliverable Four	Due Date
WebIZ Configuration and Setup	11/30/2020

Task Item	Sub Tasks	Description
Establish WebIZ Development environment.	Sub1	The Contractor will configure an internal Development environment for New Hampshire. The environment will be created at Envision headquarters and shall be used throughout the duration of the Contract to customize and maintain WebIZ with no disruption to NH programmatic activities.

Configuration Specification	Sub1	Contractor will facilitate a set of online meetings with the NH DHHS staff to review the features and functionality of WebIZ, Public Portal, Provider Management, and HL7 Onboarding. Contractor will produce the configuration document of the new WebIZ application based on the NH DHHS staff.
VTrckS Documentation	Sub1	Contractor will provide the WebIZ specification for a bi-directional vaccine online ordering system to CDC's VTrckS system.
HL7 Documentation	Sub1	Contractor will provide the WebIZ specification for an HL7-compliant bi-directional external system interface that automatically senses and correctly processes messages in HL7 v2.5.1.

Deliverable 5: Data Conversion Plan

Deliverable Five		Due Date
Design		11/30/2020
Task Item	Sub Tasks	Description
Data Migration Plan	Sub1	The Contractor will facilitate a set of online meetings with the NH DHHS staff to create a Data Migration Plan that outlines the activities associated with transitioning the legacy data into WebIZ. This will include mapping the data, defining transformation rules, and a review of migration results after each attempt. This document will progressively summarize the percentage of data successfully migrated and include a list of failures and associated corrective actions.

Deliverable 6: Development

Deliverable Six		Due Date
Development		01/11/2021
Task Item	Sub Tasks	Description

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

WebIZ Development and Configuration – All Releases	Sub1	The Contractor will complete the development activities needed to achieve the validated NH DPHS requirements: • Configure WebIZ for NH DPHS • Provide updated online help. • Provide updated administration materials. • Deliver an updated copy of the source code.

Deliverable 7: Practice Data Conversion

Deliverable Seven		Due Date
Practice Data Conversion		05/31/2021
Task Item	Sub Tasks	Description
WebIZ Development and Configuration – All Releases	Sub1	The Contractor will complete the development activities needed to achieve the validated NH DPHS requirements: • Configure WebIZ for NH DPHS • Provide updated online help. • Provide updated administration materials. • Deliver an updated copy of the source code.
Data Migration Process	Sub1	The Contractor will develop and document a Data Migration Process Description and provide an updated Data Migration Test Plan in accordance with the previously approved Data Migration Plan.
	Sub2	The Contractor will repeatedly migrate the legacy data and review the results with the Department .

Deliverable 8: Contractor Technical Support for Azure Hosting

Deliverable Eight		Due Date
Contractor Technical Support for Azure Hosting		12/01/2020, continuing for 5 additional months
Task Item	Sub. Tasks	Description

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

Setup the Azure Infrastructure to support the WebIZ environments	Sub1	The Contractor will leverage Envision's Agreement for Azure Government Cloud Hosting environment to setup, manage, backup and secure the necessary software and Azure Government Cloud infrastructure to support the four (4) Azure environments for use by the Department : 1. Test a. Used to test bug fixes, approved enhancements, and upgrades to the system. b. Used to validate Service Pack and global application upgrades. c. Typically will require a "snapshot" of production data to initiate testing. d. May require data cleansing and / or enhancement scripts. e. Will require an updated Test Plan. 2. Training a. Used for user training. b. Will require a one-time conversion of training data from the legacy training system using the same protocols as developed for production. 3. QA – HL7 User Acceptance Testing a. Used by HL7 users to test HL7 messages prior to submitting messages to production. 4. Production a. Will require a one-time conversion of production data from the legacy system to the new system. 5.
Contractor Technical Support for Azure Hosting	Sub 1	The Contractor shall make technical support personnel available by phone and email on the following schedule: Monday through Friday, 8:00 A.M. To 5:00P.M., excluding state holidays.
	Sub 2	The Contractor will act as the central point of contact for all Azure support issues, including network access and infrastructure management.
	Sub 3	Contractor will log Azure bug reports and provide to the Department technical support services for the Server Environments based on the priority levels and problem resolution processes described in the Performance Measures, above.

	Sub 4	The Contractor will respond to technical questions about the Azure Server Environment. Such requests will be assigned a default Priority of Low unless the Department requests a higher priority be assigned to the request.
Monthly Report	Sub 1	The Contractor shall provide or make available online a monthly Azure issue report on the status of all logged requests received from the Department.
Activities Tracking	Sub 1	The Contractor shall maintain a log of Azure requests in a Department approved tracking system with a unique number assigned to each Department request. The unique number shall be provided by the Contractor to the Department for reference and communication.
	Sub 2	The Department will assign one of four levels of priority to each request: **Critical** • Total System failure • Major component is not working • Mission critical impact to business function • Initial Response 1 hour / 24 hours resolution after required information provided **High** • Associated function not working with no workaround available • Moderate to severe impact to business function • Initial Response within 4 hours / 3 business day resolution after required information provided **Medium** • System / functional error that can be bypassed • System / functional errors that occur outside normal routine. • Low to moderate impact to business function • Initial Response within 24 hours / agreed upon timeline between Contractor and Department **Low** • Possible design problem • Questions • Low impact to business function/workaround exists • Initial Response within 72 hours / agreed upon timeline between Contractor and Department

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

Deliverable 9: WebIZ Training and Materials

Deliverable Nine	Due Date	
WebIZ Training and Materials	2/4/2021	
Task Item	Sub Tasks	Description
Training Environment – 1st Release	Sub 1	The Contractor will establish and populate a Training Environment on the hosting site.
	Sub 2	The Contractor will add administrator accounts as necessary to support the training effort for the first release.
WebIZ Written Training Materials – Initial Release	Sub1	The Contractor shall provide a four day onsite "train the trainer" training including training plans and related training materials. End users include NH immunization staff and other stakeholders with role-based access to the application. Training plans and materials shall be based on a "train the trainer" model designed to ensure that NH staff will be self-sufficient with respect to training application stakeholders.
	Sub 2	For the initial release of the application the Contractor will provide updated training materials for end users, administrators, and IT personnel.

Deliverable 10: User Acceptance Testing

Deliverable Ten	Due Date	
User Acceptance Testing	6/3/2021	
Task Item	Sub Tasks	Description

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

User Acceptance Testing Environment	Sub 1	The Contractor will establish and populate a UAT Environment on the hosting site. This environment shall be validated to pass all test cases associated with the current release before releasing it to the user community for their testing efforts.
	Sub 2	The Contractor will add user and administrator accounts to support the testing effort.
User Acceptance Testing	Sub1	The Contractor will provide test plans to be executed against the application installed on the UAT environment. Department staff will be responsible for executing the test plans and reporting issues back to the contractor.
	Sub 2	If any "showstopper" bugs (critical issues) are discovered during UAT, appropriate issues will be added to the issue tracking system and the Contractor will revert to the Development or Design stage (as appropriate) to address their resolution.
	Sub 3	The Contractor will provide the Department a UAT report that documents any non-critical issues and the proposed releases in which they will be addressed.

Deliverable 11: Production Release and Go-Live

Deliverable Eleven	Due Date	
Production Release and Go-Live	9/3/2021, or Ninety (90) days after Production "go live"	
Task Item	Sub Tasks	Description
Production Deployment	Sub 1	The Contractor will: • Establish and validate the production environment on the hosting platform using test data, • Notify NH DPHS IT staff to freeze any legacy data sources (if necessary), • Execute the Data Migration Process to populate the new production instance, • Add appropriate user and administration accounts, • Execute ALL test cases one more time.

		• If there are no Critical (showstopper) issues raised: o The contractor will release the new production instance. • Otherwise: o Log the new (non-critical) issues; o Notify NH DPHS IT staff to revert to the appropriate prior lifecycle stage to address the issue(s)
	Sub2	The Contractor will provide the Department a Production Issues report that documents any non-critical issues and the proposed releases in which they will be addressed.
Data Dictionary	Sub 1	The Contractor will provide documentation describing the database structure associated with the current release in production.
WebIZ Licensing	Sub1	Contract will provide the user license for the application.

Deliverable 12: Datamart Setup

Deliverable Twelve	Due Date	
Datamart Setup	9/3/2021	
Task Item	Sub Tasks	Description
Datamart Setup	Sub 1	The Contractor will: • Define the slices to collect • Set up the Datamart database • Load the data • Train New Hampshire how to use the Datamart

Deliverable 13: Mobile WebIZ

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

Deliverable Thirteen	Due Date	
Mobile WebIZ	9/3/2021	
Task Item	Sub Tasks	Description
Determine Hardware Needed and Purchase Hardware (assumes 26 units are needed)	Sub1	Contractor will facilitate a set of online meetings with the NH DHHS staff to setup the Mobile WebIZ application and determine exact hardware configuration required. Contractor will purchase the hardware.
Install Countermind and WebIZ Mobile Software	Sub1	The Contractor will install the Mobile WebIZ software on the hardware ship the equipment to NH DHHS staff.
Train Staff and remotely assist with first event	Sub1	The Contractor will remotely train the NH DHHS staff on how to use the software and hardware and remotely assist the NH DHHS staff with their first event leveraging the software/hardware.

Deliverable 14: Annual Support After Go-Live

Deliverable Fourteen		Due Date
WebIZ Annual Support		9/3/2021, or Ninety (90) days after Production "go live"
Task Item	Sub Tasks	Description
Problem Support	Sub 1	The Contractor shall make technical support personnel available by phone and email on the following schedule: Monday through Friday, 8:00A.M. To 5:00P.M., excluding state holidays.
	Sub 2	The Contractor will act as the central point of contact for all support issues, including application functionality, application availability, network access, and infrastructure management.
	Sub 3	For each scheduled release of the application, the Contractor will log bug reports and enhancement requests and provide to the Department technical support services for the Software based on the priority levels and problem resolution processes described in the Performance Measures, above.

	Sub 4	For each scheduled release of the application, the Contractor will coordinate with the Department to identify the specific set of bug fixes and enhancements to be associated with the upcoming release.
	Sub 5	For each scheduled release of the application, the Contractor will provide a delta document outlining what has changed since the last upgrade and updated test and training documentation for changes made to the system and/or external interfaces (as appropriate to the release) to the Department.
	Sub 6	The Contractor will respond to technical and functional questions about the Envisions Application. Such requests will be assigned a default Priority of Low unless the Department requests a higher priority be assigned to the request.
Monthly Report	Sub 1	The Contractor shall provide or make available online a monthly report on the activity and status of all logged requests received from the Department.
Activities Tracking	Sub 1	The Contractor shall maintain a log of requests in a Department approved tracking system with a unique number assigned to each Department request. The unique number shall be provided by the Contractor to the Department for reference and communication.
	Sub 2	The Department will assign one of four levels of priority to each request: Critical • Total System failure • Major component is not working • Mission critical impact to business function • Initial Response 1 hour / 24 hours resolution after required information provided High • Associated function not working with no workaround available • Moderate to severe impact to business function • Initial Response within 4 hours / 3 business day resolution after required information provided Medium • System / functional error that can be bypassed • System / functional errors that occur outside normal routine • Low to moderate impact to business function

		• Initial Response within 24 hours / agreed upon timeline between Contractor and Department Low • Possible design problem • Questions • Low impact to business function/workaround exists • Initial Response within 72 hours / agreed upon timeline between Contractor and Department
Annual Updates	Upgrade	NH DPHS is entitled to a minimum of one full upgrade per year to the then current Licensed Software version to be completed at a mutually agreeable time. The Contractor will plan and coordinate the update with the Department at least one (1) month in advance and coordinate downtime communications.
Monthly Updates	Sub 1	The Contractor, as needed, will plan and coordinate the application of patches. The Contractor will plan and coordinate the update with the Department at two (2) weeks in advance and coordinate downtime communications.
CDC IIS Annual Reports	Sub1	The Contractor will provide support relating to data extracts and queries relating to Immunization Information Systems Annual Report required by the Center for Disease Control and Prevention (CDC) for WebIZ.NET only.
User Acceptance Testing	Sub1	The Contractor will provide test plans to be executed against the application installed on the Test environment. Department staff will be responsible for executing the test plans and reporting issues back to the contractor.
	Sub 2	If any "showstopper" bugs (critical issues) are discovered during UAT, appropriate issues will be added to the issue tracking system and the Contractor will revert to the Development or Design stage (as appropriate) to address their resolution.

Deliverable 15: Emergency Response Enhancement Requests (including Change Orders)

Deliverable	Due Date
Emergency Response Enhancement Requests	

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT A
STATEMENT OF WORK

(including Change Orders)		
Task Item	Sub Tasks	Description
Emergency Response Enhancement (including Change orders)	Sub1	State will provide detailed statements of work for Emergency Response Enhancements in the form of a Change Order.
	Sub2	Contractor at no cost to the State will provide fixed cost proposals for the Emergency Response Enhancement.
	Sub3	Upon acceptance, The State will pay 50% upfront. The last 40% will be paid with a 10% hold back when the service is delivered to production. The final 10% will be paid after a 90-day warranty period.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

1. PAYMENT SCHEDULE

1.1 Firm Fixed Price

This is a Firm Fixed Price (FFP) Contract the period between the Effective Date through June 30, 2025. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones at fixed pricing/rates appearing in the price and payment tables below. New Hampshire would like to leverage the Government Services Administration (GSA) rates.

Table 2: Price and Payment Schedule

	Activity, Deliverable, or Milestone	Projected Delivery Date	Price
PLANNING AND PROJECT MANAGEMENT			
1	Contract Signature	6/30/20	$335,000
2	Project Management	6/30/20-6/30/21	$60,000
3	Project Planning	6/30/20-9/10/20	$63,809
INSTALLATION			
4	WebIZ, Provider Management, HL7Onboarding, and Public Portal Configuration, Setup, and VTrckS and HL7 Interfaces	11/30/20	$30,000
5	Data Conversion Plan	11/30/20	$26,328
6	Development	1/11/21	$31,405
7	Practice Data Conversion	5/31/21	$30,000
8	Technical Support for Azure Hosted Environment	6/30/21	$42,000
TESTING			
9	WebIZ Training and Materials	2/4/21	$30,000
SYSTEM DEPLOYMENT			
10	User Acceptance Testing	6/3/21	$20,000
11	Production Release and Go-Live	9/3/21	$48,750

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

OPERATIONS			
12	Datamart Setup	9/3/21	$20,000
13	Mobile WebIZ	9/3/21	$174,000
14	Annual Support Fees (Table 3 Detail below)	Year 2	$360,063.00
	Annual Support Fees (Table 3 Detail below)	Year 3	$360,063.00
	Annual Support Fees (Table 3 Detail below)	Year 4	$360,063.00
	Annual Support Fees (Table 3 Detail below)	Year 5	$360,063.00
15	Emergency Response Enhancement Requests (including Change Orders)	N/A	$300,000.00

1.3 Annual Support Fees

The Pricing Tables below reflect the payment of maintenance and support through the Contract end date. The Price reflects the anticipated implementation date. Actual payments may differ if the project start date slips or if implementation takes longer as this will cause a shorter maintenance period. Table 3: *Detail of Annual Support Fees* provides the detailed list of products and services provided during the maintenance and support period.

Table 3: Detail of Annual Support Fees

2019 Product/Service Provided	Product/Service Name	Medium Customer Support and Maintenance Fee Firm Fixed Price Commercial Rate	Medium Customer Support and Maintenance Fee Firm Fixed Price GSA Rate
Immunization Registry	WebIZ.NET		
Annual product support			$56,250
CDC IIS Annual Report			$5,625
CDSi Forecaster support			$7,500
VTrckS ExIS Interface support			$7,500
AFIX Assessment support			$7,500
HL7 Message support			$7,500
HL7 Onboarding support			$7,500
Flu PreBook			$6,563
Public Portal			$5,625
Annual Support Fees			$111,563
Provider Management*	WebPM.NET	$25,000	

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

Azure hosting support*	AZURE.NET	$60,000	
Microsoft Azure Government Hosting Cost *		$110,000	
Immunization Adhoc Reporting Data Mart* Annual product support	WebDM.NET	$20,000	
Mobile WebIZ *	WebMOBILE.NET	$14,000	
Mobile WebIZ hardware (26 units)*		$19,500	
Open Market Annual Support Fees (Not on the GSA Schedule)*		$248,500	
Grand Total - Annual Support Fees			$360,063

2. CONTRACT PRICE

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

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

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

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

Invoices shall be sent to:

Department of Health and Human Services
Division of Public Health Services
29 Hazen Drive
Concord, NH 03301
Email address: DPHScontractbilling@dhhs.nh.gov

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT B
PRICE AND PAYMENT SCHEDULE

4. PAYMENT ADDRESS

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

5. OVERPAYMENTS TO THE CONTRACTOR

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

6. CREDITS

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

7. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the Support and Maintenance fees for a period of 60 days after first productive use of the System.

If the system is down for longer than a period of four (4) hours then the State will receive a credit that will go towards the following State Fiscal Year using a consistent formula. If the system is down for four (4) hours that will constitute a half-a-day, each hour after that will be rounded up to the next half-day. The formula to be used is as follows:

(Annual Support Fees/ Three Hundred and Sixty-Five (365)) x number of half days the system is down.

In the final State Fiscal Year of the contract annual support payment the following formula will be used:

(Annual Support Fees - average system down times of the prior year)

Final payment will be made at the end of the contract period.

8. TRAVEL EXPENSES

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

9. SHIPPING AND DELIVERY FEE EXEMPTION

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
SAAS CONTRACT 2020-025EXHIBIT C
SPECIAL PROVISIONS

1. **Revisions to Form P-37, General Provisions**

1.1. Paragraph 3, Subparagraph 6.1, Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is amended as follows:

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 with respect to its performance of the Services, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

1.2. Paragraph 3, Subparagraph 6., Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, is amended as follows:

6.3 Unless the Contractor is otherwise exempt, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit, the State or the United States reasonable access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with the covenants, terms and conditions of this Agreement at the Contractors principal place of business during normal business hours and provided that the State or the United States make best efforts not to interfere with the business operations of Contractor.

1.3. Paragraph 8, Event of Default/Remedies, is amended as follows:

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 in accordance with [Exhibit A];
8.1.2 Failure to submit any report required hereunder; and/or
8.1.3 Failure to perform any other material 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 thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and if the Contractor does not remedy such Event of Default within thirty (30) days from the date of the notice, suspending all payments to be made under this Agreement until such time as the Contractor has cured the Event of Default;

8.2.3 give the Contractor a written notice specifying the Event of Default and if the Contractor does not remedy such Event of Default within thirty (30) days from the date of the notice, 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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
SAAS CONTRACT 2020-025EXHIBIT C
SPECIAL PROVISIONS

8.2.4 Give the Contractor a written notice specifying the Event of Default and if the Contractor does not remedy such Event of Default within thirty (30) days from the date of the notice, treat this Agreement as breached and pursue any of its remedies at law or in equity, or both.

1.4. Paragraph 9, Subparagraph 9.3, Effective Date/Completion of Services, is amended as follows:

9.1 As used in this Agreement, the word "data" shall mean all of the State's confidential or proprietary information delivered by the State to the Contractor under 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; provided, however, any evaluation, analysis, comments, and information or ideas for improvement or modifications to the Services or the Contractor's proprietary software, in any medium whatsoever, and whether provided by the State or otherwise obtained by the Contractor, will not be considered data under this Agreement and will be considered the property of the Contractor.

1.5. Paragraph 9, Subparagraph 9.2, Effective Date/Completion of Services, is amended as follows:

9.2 All data which has been received from the State under this Agreement shall be the property of the State, and, to the extent it is in the possession of the Contractor, shall be returned to the State upon demand or upon termination of this Agreement for any reason.
9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

1.6. Paragraph 11, Indemnification, is amended as follows:

11. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the state, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, the Contractor is not obligated to defend, indemnify or hold harmless the State, its officers and employees, from any claim or corresponding losses arising out of or resulting from the State's, its officers' or employees': (a) gross negligence, or more culpable act or omission, including without limitation, recklessness or willful misconduct; or (b) bad faith failure to comply with any of its obligations under this Agreement.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
SAAS CONTRACT 2020-025EXHIBIT C
SPECIAL PROVISIONS

1.7. Paragraph 14, Subparagraph 14.1, Part 14.1.1, Insurance, is amended as follows:

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 claims of bodily injury, death or property damage, in amounts of not less than $2,000,000 per occurrence and $4,000,000 aggregate, and technology professional liability coverage in the amount of $5,000,000 for each claim

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
EXHIBIT D
ADMINISTRATIVE SERVICES

1. ACCESS/COOPERATION

As applicable, and subject to the applicable laws and regulations, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow the Contractor to perform its obligations under the Contract.

2. STATE-OWNED DOCUMENTS AND COPYRIGHT PRIVILEGES

The Contractor shall provide the State access to all State-owned documents, and materials, reports. Upon expiration or termination of the Contract with the State, the Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to this contract to the State at no additional cost to the State. Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

The Contractor shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention.*

The Contractor and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. The Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
EXHIBIT D
ADMINISTRATIVE SERVICES

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to the Contractor's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles. The costs applicable to the Contract shall be ascertainable from the accounting system and the Contractor shall maintain records pertaining to the Services and all other costs and expenditures.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT E
IMPLEMENTATION SERVICES

I. PROJECT MANAGEMENT

The State believes that effective communication and reporting are essential to Project success.

The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

a. **Introductory Meeting:** Participants will include the Contractor's Key Project Staff and State Project leaders from both Department of Justice and the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

b. **Kickoff Meeting:** Participants will include the State and the Contractor's Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

c. **Status Meetings:** Participants will include, at the minimum, the Contractor's Project Manager and the State Project Manager. These meetings will be conducted at least bi-weekly and address overall Project status and any additional topics needed to remain on schedule and within budget. A status and error report from the Contractor shall serve as the basis for discussion.

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

e. **Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

f. **Exit Meeting:** Participants will include Project leaders from the Contractor and the State. Discussion will focus on lessons learned from the Project and on follow up options that the State may wish to consider.

The State expects the Contractor to prepare agendas and background for and minutes of meetings. Background for each status meeting must include an updated Work Plan. Drafting of formal presentations, such as a presentation for the kickoff meeting, will also be the Contractor's responsibility.

The Contractor's Project Manager or the Contractor's Key Project Staff shall submit monthly status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. The Contractor's Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State, all at no additional cost to the State. The Contractor shall produce Project status reports, which shall contain, at a minimum, the following:

1. Project status related to the Work Plan;
2. Deliverable status;
3. Accomplishments during weeks being reported;
4. Planned activities for the upcoming two (2) week period;
5. Future activities; and
6. Issues and concerns requiring resolution.

7. Report and remedies in case of falling behind Schedule

As reasonably requested by the State, the Contractor shall provide the State with information or reports regarding the Project. The Contractor shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. IMPLEMENTATION STRATEGY

2.1 Key Components

The Contractor shall employ an industry-standard Implementation strategy with a timeline set forth in accordance with the Work Plan;

The Contractor and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.

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

The Contractor shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.

2.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated. Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution. Processes will be documented, training established, and the application will be ready for Implementation in accordance with the Work Plan.

2.3 Change Management and Training

The Contractor's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT F
TESTING SERVICES

The Contractor shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1. TESTING AND ACCEPTANCE

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

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

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

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

1.1 Test Planning and Preparation

The Contractor provided, State approved, Test Plan will include the test scripts, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution. As identified in the Acceptance Test Plan, and documented in accordance with the Work Plan and the Contract, State testing will commence upon the Contractor's Project Manager's Certification, in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor's testing, prior to the start of any testing executed by State staff. The State will be presented with a State approved Acceptance Test Plan including the test scripts and expected results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. The Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing, at no additional cost.

Testing begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

1.2 System Integration Testing

The new System is tested in integration with other application systems (legacy and service providers) in a production-like environment. System Integration Testing validates the integration between the individual unit application modules and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The System Integration Test is performed in a test environment.

Thorough end-to-end testing shall be performed by the Contractor team(s) to confirm that the Application integrates with any interfaces. The test emphasizes end-to-end business processes, and the flow of information across applications (IF APPROPRIATE). It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.

Activity Description	Systems Integration Testing validates the integration between the target application modules and other systems, and verifies that the new System meets defined interface requirements and supports execution of business processes. This test emphasizes end-to-end business processes and the flow of information across the application. It includes all key business processes and interfaces being implemented, confirms data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.
Contractor Team Responsibilities	• Take the lead in developing the Systems Integration Test Specifications. • Work jointly with the State to develop and load the data profiles to support the test Specifications. • Work jointly with the State to validate components of the test scripts.
State Responsibilities	• Work jointly with the Contractor to develop the Systems Integration Test Specifications. • Work jointly with the Contractor to develop and load the data profiles to support the test Specifications. • Work jointly with the Contractor to validate components of the test scripts, modifications, fixes and other System interactions with the Contractor supplied Software Solution.
Work Product Description	• The Integration-Tested System indicates that all interfaces between the application and the legacy and third-party systems, interfaces, and applications are functioning properly.

1.3 Conversion Validation Testing

In Conversion Validation Testing, target application functions are validated.

Activity Description	The conversion validation test should replicate the entire flow of the converted data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications/interfaces, testing verifies that the resulting flow of the converted data through these interface points performs correctly.
Contractor Team Responsibilities	For conversions and interfaces, the Contractor's team will execute the applicable validation tests and compare execution results with the documented expected results.
State Responsibilities	Extract and cleanse, if necessary, the legacy data to be converted in the data conversions.
Work Product Description	Validation-Tested Conversion Programs. These programs include conversion programs that have been tested to verify that the resulting converted legacy data performs correctly in the entire suite of the Application.

1.4 Installation Testing

In Installation Testing the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.5 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

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

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Contractor Team Responsibilities	• Provide the State an Acceptance Test Plan and selection of test scripts for the Acceptance Test. • Monitor the execution of the test scripts and assist as needed during the User Acceptance Test activities. • Work jointly with the State in determining the required actions for problem resolution.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT F
TESTING SERVICES

State Responsibilities	• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test. • Validate the Acceptance Test environment. • Execute the test scripts and conduct User Acceptance Test activities. • Document and summarize Acceptance Test results. • Work jointly with the Contractor in determining the required actions for problem resolution. • Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.6 Performance Tuning and Stress Testing

The Contractor shall develop and document hardware and Software configuration and tuning of the Solution as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

1.7 Scope

The scope of Performance Testing shall be to measure the System level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment.

It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum System performance is achieved. Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

1.7.1 Test Types

Performance testing shall use two different types of testing to determine the stability of the application. They are baseline tests and load tests.

a) **Baseline Tests:** Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics.

b) **Load Tests:** Load testing will determine if the behavior of the System can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

1.7.2 Tuning

Tuning will be the Contractor led and occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

1.8 Regression Testing

As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.

In designing and conducting such regression testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, the Contractor will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.9 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include penetration tests and application vulnerability scanning.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and

	unauthorized access of files and/or directories on the server.

Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party penetration tests and application vulnerability scanning, will be handled per section 1.9.

Prior to the System being moved into production the Contractor shall provide results of all security testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.9 Penetration Testing (Non-PCI Environment)

The Contractor shall provide certification that their Software and System environment has undergone penetration testing in accordance with current recommendations from a recognized industry standards organization, such as the U.S. Department of Commerce National Institute of Standards Technology (NIST). The State requires that the Contractor has this testing performed annually by a qualified third-party vendor.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT G
MAINTENANCE AND SUPPORT SERVICES

1. SYSTEM MAINTENANCE

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation through the contract end date.

1.1 Contractor's Responsibility

The Contractor shall maintain the System in accordance with the Contract.

1.1.1 Maintenance Releases

The Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

1.1.2 Standard Agreement

The State will adopt the Contractor's standard maintenance agreement modified to address terms and conditions inconsistent with State Statutes and general State information technology practices.

2. SUPPORT OBLIGATIONS AND TERM

2.1 The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications and terms and requirements of the Contract, including but not limited to S1.1 through S1.20 of the Support and Maintenance Requirements in Exhibit H *Requirements*, Attachment 1.

2.2 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 2 Section 13.1.1.2, as well as to return the Contractor's product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable license fees, within ninety (90) days of notification to the Contractor of the State's refund request

2.3 If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor shall be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies in Part 1 Section 14.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025SAAS EXHIBIT H
REQUIREMENTS

Attachment 1: Project Requirements is hereby incorporated within.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work Plan for Implementation within fifteen (15) days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with the Contractor's plan to implement the System. Continued development and management of the Work Plan is a joint effort on the part of the Contractor and State Project Managers.

The preliminary Work Plan for Implementation created by the Contractor and the State is set forth at the end of this Exhibit.

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

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- The Contractor shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- A Project folder created within the State system shall be used for centralized storage and retrieval of Project documents, work products, and other material and information relevant to the success of the Project and required by Project Team members. This central repository is secured by determining which team members have access to the Project folder and granting either view or read/write privileges. The Contractor's Project Manager will establish and maintain this folder. The State Project Manager shall approve access for the State team. Documentation can be stored locally for the Contractor and State team on a "shared" network drive to facilitate ease and speed of access. Final versions of all Documentation shall be loaded to the State System.

- The Contractor assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

C. Conversions

- The Contractor Team's proposal is based on the assumption that the State's technical team is capable of implementing, with assistance from the Contractor's technical team, a subset of the conversions. The Contractor's Team shall lead the State with the mapping of the legacy Data to the Contractor's applications.
- Additionally, the Contractor's Team shall:
  1. Provide the State with Contractor's application data requirements and examples, of data mappings, conversion scripts, and data loaders. The Contractor's Team shall identify the APIs the State should use in the design and development of the conversion.
  2. Provide guidance and assistance with the use of the data loaders and conversion scripts provided.
  3. Lead the review of functional and technical Specifications.
  4. Assist with the resolution of problems and issues associated with the development and Implementation of the conversions.

D. Reporting

- The Contractor shall conduct <weekly / every two weeks> status meetings, and provide reports that include, but are not limited to, minutes, action items, test results, and Documentation.

E. User Training

- The Contractor's Team shall lead the development of the end-user training plan.
- A train the trainer approach shall be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

F. Performance and Security Testing

- The Contractor's Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with the Contractor on all testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Contractor Team Roles and Responsibilities

DHHS reserves the right to request another person if the person currently assigned is not satisfactory

1) Contractor Team Project Executive

The Contractor Team's Project Executives (Contractor and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Services throughout the Project life cycle. The Project Executive shall advise the Contractor Team Project Manager and the State's Project leadership on the best practices for implementing the Contractor Software Solution within

the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) **Contractor Team Project Manager**
The Contractor Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Contractor Implementation Team. The Contractor Team Project Manager will have the following responsibilities:

- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign the Contractor Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all the Contractor Team members;
- Provide weekly and month update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.
- Manage handoff to the Contractor operational staff;
- Manage Transition Services as needed.

3) **Contractor Team Analysis**
The Contractor Team shall conduct analysis of requirements, validate the Contractor Team's understanding of the State business requirements by application, and perform business requirements mapping:
- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and

- Assist with the transition to production.

4) **Contractor Team Tasks**
The Contractor team shall assume the following tasks:
- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

B. **State Roles and Responsibilities**
The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) **State Project Manager**
The State Project Manager shall work side-by-side with the Contractor Project Manager. The role of the State Project Manager is to manage State resources (IF ANY), facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:
- Plan and conduct a kick-off meeting with assistance from the Contractor team;
- Assist the Contractor Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Contractor Project Manager of any urgent issues if and when they arise; and
- Assist the Contractor team staff to obtain requested information if and when required to perform certain Project tasks.
- Manage handoff to State operational staff;
- Manage State staff during Transition Services as needed.

2) **State Subject Matter Expert(s) (SME)**

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in System Integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and Data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Contractor Software Solution and the business processes the application supports.

3) **State Technical Lead and Architect**
The State's Technical Lead and Architect reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
- Assist the State and the Contractor Team Project Managers to establish the detailed Work Plan;
- Manage the day-to-day activities of the State's technical resources assigned to the Project;
- Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with the Contractor and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Contractor Deliverable and it will be expected that the Contractor will lead the overall effort with support and assistance from the State; and
- Represent the technical efforts of the State at each project meetings.

4) **State Testing Administrator**
The State's Testing Administrator will coordinate the State's testing efforts. Responsibilities include:

- Coordinating the development of system, integration, performance, and Acceptance Test plans;
- Coordinating system, integration, performance, and Acceptance Tests;
- Chairing test review meetings;
- Coordinating the State's team and external third parties involvement in testing;
- Ensuring that proposed process changes are considered by process owners;
- Establish priorities of Deficiencies requiring resolution; and
- Tracking Deficiencies through resolution.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

3. SOFTWARE APPLICATION

N/A

4. CONVERSIONS

Convert data as applicable.

A. Conversion Testing Responsibilities

- The Contractor Team and the State, based on their assigned conversion responsibilities, as set forth in Contract Exhibit F: *Testing Services* shall identify applicable test scripts and installation instructions, adapt them to the Project specifics, test the business process, and compare with the documented expected results.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall execute the applicable test scripts that complete the conversion and compare execution results with the documented expected results.
- The State is responsible for documenting the technical Specifications of all programs that extract and format Data from the legacy systems for use by the conversion processes.
- The Contractor Team and the State, based on their assigned conversion responsibilities, shall develop and unit test their assigned conversions.
- The State and the Contractor Teams shall jointly conduct System and Integration Testing, verifying and validating the accuracy and completeness of the conversions.
- The State and the Contractor Teams shall jointly verify and validate the accuracy and completeness of the conversions for Acceptance Testing and production.

5. INTERFACES

Interfaces shall be implemented in cooperation with the State via the Change Order process, which is identified in Part 2. The following Table 5.1 identifies the interfaces within the scope of this Contract and their relative assignment.

Table 5.1: In-Scope Interfaces

Interface	Responsible Party	Description
Vaccine Tracking System (VTrckS) in accordance with EXiS specifications	Contractor and Division of Public Health	VTrckS is CDC's vaccine ordering system. An interface is setup so that daily ordering, inventory, wastage and/or return files can be sent to VTrckS. Also on a daily basis, files are received letting the program know of vaccines shipped to providers on that day. This file is uploaded into the IIS and the provider then knows to watch for the shipment to enter into their inventory. VTrckS provides other services but no interface is needed.
NH Medicaid Management Information System (MMIS)	Contractor and Division of Public Health	MMIS authorized users would have access to the IIS to assess the vaccination records of their clientele. MMIS has the capability to send files of the vaccination records of their clientele for input into the IIS.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

Interface	Responsible Party	Description
New Hampshire Vital Records System	Contractor and Division of Public Health	An interface with Vital Records is needed to download the new births in the state into the IIS. A file of deaths would be downloaded into the IIS as well to stop reminder/recall notices being sent to relatives of recently deceased patients who may have participated in the IIS.
New Hampshire Enterprise Data Warehouse	Contractor and Division of Public Health	Aggregate data will be shared with other programs for disease monitoring through the EDW.
Electronic Health Records Systems	Contractor and Division of Public Health	One of the main avenues to receive patient vaccination information is through electronic health records of providers using HL7. An interface would be required to be setup for each provider depending on the EHR and version used.
National Provider Identifier (NPI)	Contractor and Division of Public Health	The NPI database is maintained by CDC. The database contains the unique 10-digit identifier and identifies HIPAA-covered healthcare providers. Each provider enrolled in the IIS will enter their NPI. The database also lists providers who are no longer covered.
New Hampshire Electronic Disease Surveillance System (NH EDSS)	Contractor and Division of Public Health	NH EDSS maintains a database of disease conditions that must be reported by clinicians. An interface between the two systems would prove beneficial to monitor an outbreak of vaccine-preventable diseases and the areas hardest hit.
Various State IISs	Contractor and Division of Public Health	NH is bordered on three sides by other states having each an IIS. Residents of NH cross borders to access their healthcare providers and their vaccination information will be entered into NH IIS and vice versa.

A. Interface Responsibilities

- The Contractor Team shall provide the State Contractor Application Data requirements and examples, of data mappings and interfaces implemented on other Projects. The Contractor Team shall identify the APIs the State should use in the design and development of the interface.
- The Contractor Team shall lead the State with the mapping of legacy Data to the Contractor Application.
- The Contractor Team shall lead the review of functional and technical interface Specifications.
- The Contractor Team shall assist the State with the resolution of problems and issues associated with the development and Implementation of the interfaces.
- The Contractor Team shall document the functional and technical Specifications for the interfaces.
- The Contractor Team shall create the initial Test Plan and related scripts to Unit Test the interface. The State shall validate and accept.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

- The Contractor Team shall develop and Unit Test the interface.
- The State and the Contractor Team shall jointly verify and validate the accuracy and completeness of the interface.
- The State is responsible for documenting the procedures required to run the interfaces in production.
- The State shall document the technical changes needed to legacy systems to accommodate the interface.
- The State shall develop and test all legacy application changes needed to accommodate the interface.
- The State and the Contractor Teams shall jointly construct test scripts and create any data needed to support testing the interfaces.
- The State is responsible for all data extracts and related formatting needed from legacy systems to support the interfaces.
- The State is responsible for the scheduling of interface operation in production.

6. PRELIMINARY WORK PLAN

The following Table 6.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 6.1: High Level Preliminary NH Project Plan

Task Name	Start	Finish
WebIZ Immunization Registry Implementation	**Tue 6/30/20**	**Fri 9/3/21**
Deliverable 1: Contract Sinature	Tue 6/30/20	Tue 6/30/20
Deliverable 2: Project Management	**Tue 6/30/20**	**Wed 6/30/21**
Project Status Meetings and Reports (Weekly)	Tue 6/30/20	Thu 7/30/20
Project Status Meetings and Reports (Weekly)	Fri 7/31/20	Mon 8/31/20
Project Status Meetings and Reports (Weekly)	Tue 9/1/20	Wed 9/30/20
Project Status Meetings and Reports (Weekly)	Thu 10/1/20	Fri 10/30/20
Project Status Meetings and Reports (Weekly)	Mon 11/2/20	Mon 11/30/20
Project Status Meetings and Reports (Weekly)	Tue 12/1/20	Thu 12/31/20
Project Status Meetings and Reports (Weekly)	Mon 1/4/21	Fri 1/29/21
Project Status Meetings and Reports (Weekly)	Mon 2/1/21	Fri 2/26/21
Project Status Meetings and Reports (Weekly)	Mon 3/1/21	Wed 3/31/21
Project Status Meetings and Reports (Weekly)	Thu 4/1/21	Fri 4/30/21
Project Status Meetings and Reports (Weekly)	Mon 5/3/21	Mon 5/31/21
Project Status Meetings and Reports (Weekly)	Tue 6/1/21	Wed 6/30/21
Deliverable 3: Project Planning	**Tue 7/7/20**	**Thu 9/10/20**
Project Kickoff Meeting (remote due to COVID-19)	Tue 7/7/20	Mon 7/20/20

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT I
WORK PLAN

Detailed Project Plan Complete	**Wed 9/2/20**	**Wed 9/2/20**
Specification Document Templates Complete	**Thu 9/10/20**	**Thu 9/10/20**
Deliverable 4: WebIZ Configuration, Setup, and Interfaces	**Thu 7/30/20**	**Mon 11/30/20**
Deliverable 5: Data Conversion Plan	**Tue 7/21/20**	**Mon 11/30/20**
Deliverable 6: Development	**Fri 10/30/20**	**Mon 1/11/21**
Deliverable 7: Practice Data Conversion	**Tue 1/12/21**	**Mon 5/31/21**
Practice Data conversion - Iteration 1	Tue 1/12/21	Mon 1/25/21
Practice Data conversion - Iteration 2	Tue 1/26/21	Mon 2/8/21
Practice Data conversion - Iteration 3	Tue 2/9/21	Mon 2/22/21
Practice Data conversion - Iteration 4	Tue 2/23/21	Mon 3/8/21
Practice Data conversion - Iteration 5	Tue 3/9/21	Mon 3/22/21
Practice Data conversion - Iteration 6	Tue 3/23/21	Mon 4/5/21
Practice Data conversion - Iteration 7	Tue 4/6/21	Mon 4/19/21
Practice Data conversion - Iteration 8	Tue 4/20/21	Mon 5/3/21
Practice Data conversion - Iteration 9	Tue 5/4/21	Mon 5/17/21
Practice Data conversion - Iteration 10	Tue 5/18/21	Mon 5/31/21
Deliverable 8: Technical Support for Azure Hosted Environment	**Tue 12/1/20**	**Wed 6/30/21**
Support Azure Environments	Mon 1/4/21	Fri 1/29/21
Support Azure Environments	Mon 2/1/21	Fri 2/26/21
Support Azure Environments	Mon 3/1/21	Wed 3/31/21
Support Azure Environments	Thu 4/1/21	Thu 4/29/21
Support Azure Environments	Fri 4/30/21	Mon 5/31/21
Support Azure Environments	Tue 6/1/21	Wed 6/30/21
Deliverable 9: WebIZ Training and Materials	**Fri 10/30/20**	**Thu 2/4/21**
Deliverable 10: User Acceptance Testing	**Tue 1/26/21**	**Thu 6/3/21**
Deliverable 11: Production Release and Go-Live	**Fri 6/4/21**	**Fri 9/3/21**
Deliverable 12: Datamart Setup	**Mon 7/12/21**	**Fri 9/3/21**
Deliverable 14: Annual Support Fees Due	**Fri 9/3/21**	**Fri 9/3/21**
Deliverable 13: Mobile WebIZ	**Mon 6/14/21**	**Fri 9/3/21**
Determine Hardware Needed and Purchase Hardware (26 units)	Mon 6/14/21	Fri 7/16/21
Train Staff and remotely assist with first event	Mon 8/16/21	Fri 9/3/21

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

1. LICENSE GRANT

1. License Grant.

Subject to the payment of applicable license fees, Contractor hereby grants to the State a non-transferable, non -sub licensable, non-exclusive license to use Software and its associated documentation during the applicable subscription term, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.

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

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

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

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

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

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

7. Software Non-Infringement. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any all component parts thereof such as third-party software or programs that may be embedded in the Software ("Contracted Resources")

provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

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

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

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

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

8. Control of All Component Elements. Contractor acknowledges and agrees that it is responsible for maintaining all licenses or permissions to use any third-party software, equipment, or services that are component parts of any deliverable provided under this agreement for the entire term of the contract. Nothing within this provision shall be construed to require Contractor to maintain licenses and permissions for Software acquired by the State directly or through third-parties which may be integrated with the Contractor's deliverables.

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT J
SOFTWARE AGREEMENT

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

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

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

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-026
PART 3 - EXHIBIT K
WARRANTY and WARRANTY SERVICE

1. WARRANTIES

1.1 System

The Contractor warrants that the System will operate to conform to the Specifications, terms, and requirements of the Contract.

1.2 Software

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

For any breach of the above Software warranty, the State's remedy, and the Contractor's entire liability, shall be:

(a) the correction of program errors that cause breach of the warranty, or if the Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to the Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or

(b) the re-performance of the deficient Services, or

(c) if the Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the Contractor for the deficient Services.

1.3 Non-Infringement

The Contractor warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.4 Viruses; Destructive Programming

The Contractor warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.5 Compatibility

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

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT K
WARRANTY and WARRANTY SERVICE

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

2. WARRANTY PERIOD

The Warranty Period shall remain in effect until the conclusion or termination of this Contract and any extensions, except for the warranty for non-infringement, which shall remain in effect in indefinitely.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
EXHIBIT L
TRAINING SERVICES

Exhibit L Training Services - Not Applicable to this Contract

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025
PART 3 - EXHIBIT M
AGENCY RFP WITH ADDENDUMS, BY REFERENCE

Exhibit M – Not Applicable to this Contract

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT N
VENDOR PROPOSAL, BY REFERENCE

Exhibit N – Not Applicable to this Contract.

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
VaxNH Immunization Information System
CONTRACT 2020-025PART 3 - EXHIBIT O
CERTIFICATES AND ATTACHMENTS

Attached are:

A. Exhibit H Requirements – Attachment 1
B. Exhibit P - DHHS Information Security Requirements
C. Exhibit Q – Certification Regarding Drug-Free Workplace Requirements
D. Exhibit R- Certification Regarding Lobbying
E. Exhibit S- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
F. Exhibit T- Certification of Compliance with Requirements Pertaining to Federal Nondiscrimiation, Equal Treatment of Faith-Based Organizations and Whistleblower Protections
G. Exhibit U – Certification Regarding Environmental Tobacco Smoke
H. Exhibit V- Health Insurance Portability and Accountability Act Business Associate Agreement
I. Exhibit W- Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA) Compliance
J. Contractor's Certificate of Good Standing
K. Contractor's Certificate of Vote/Authority
L. Contractor's Certificate of Insurance

New Hampshire Department of Health and Human Services

Exhibit P

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

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. CJM

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

2. The Contractor must not disclose any Confidential Information in response to a

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

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

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

whole, must have aggressive intrusion-detection and firewall protection.

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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

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

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

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

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

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

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

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

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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, in an amount not to exceed $5,000,000 per occurrence.

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

New Hampshire Department of Health and Human Services
Exhibit Q

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name: Envision Technology Partners, Inc.

Claire Murchie

05/15/2020
Date

Name: Claire Murchie
Title: President

New Hampshire Department of Health and Human Services
Exhibit R

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name: Envision Technology Partners, Inc.

05/15/2020
Date

Claire Murchie
Name:
Title: Claire Murchie, President

New Hampshire Department of Health and Human Services
Exhibit S

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

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

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

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

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

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

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

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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

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

PRIMARY COVERED TRANSACTIONS

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

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

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

Vendor Name: Envision Technology Partners, Inc.

05/15/2020
Date

Claire Murchie
Name: Claire Murchie, President
Title:

New Hampshire Department of Health and Human Services
Exhibit T

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

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

New Hampshire Department of Health and Human Services
Exhibit T

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

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

Vendor Name: Envision Technology Partners, Inc.

Claire Murchie

5/15/20
Date

Name: Claire Murchie, President
Title:

New Hampshire Department of Health and Human Services
Exhibit U

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

1. By signing and submitting this contract, the Vendor 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.

Vendor Name: Envision Technology Partners, Inc.

5/15/20
Date

Claire Murchie
Name:
Title: Claire Murchie, President

Vendor Initials CJM
Date 5/15/20

New Hampshire Department of Health and Human Services

Exhibit V

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

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

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

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

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

(3) **Obligations and Activities of Business Associate.**

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

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

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

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

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

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

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

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

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

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

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

Contractor Initials CJM

Date 5/15/20

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

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

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

Department of Health and Human Services	Envision Technology Partners, Inc.
The State	Name of the Contractor
	Claire Murchie
Signature of Authorized Representative	Signature of Authorized Representative
Ann Landry	Claire Murchie
Name of Authorized Representative	Name of Authorized Representative
Assoc. Commissioner	President
Title of Authorized Representative	Title of Authorized Representative
5/18/20	5/15/20
Date	Date

New Hampshire Department of Health and Human Services
Exhibit W

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

Claire Murchie

5/15/20
Date

Name: Claire Murchie
Title: President

New Hampshire Department of Health and Human Services
Exhibit W

FORM A

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

1. The DUNS number for your entity is: 078319405

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

Contractor Initials CJM
Date 5/15/20

Attachment 1: Project Requirements

Vendor Instructions
Vendor Response Column: Place a "Yes" if the current release of the Software can fully support ALL the functionality described in the row, without special customization. A "Yes" can only be used if the delivery method is Standard (see delivery method instructions below). Otherwise, enter an "No"; A "No" can only be used with delivery method Future, Custom, or Not Available/Not Proposing (see delivery method instructions below).
Criticality Column: (M) Indicates a requirement that is "Mandatory". The State considers it to be of such great importance that it must be met in order for the proposal to be accepted. If the proposer believes that there is something about their proposal that either obviates the need for this requirement or makes it of less importance this must be explained within the comments. The State retains the right to accept a proposal if the need of the requirement is reduced or eliminated by another feature of the proposal. (P) Indicates a requirement which is "Preferred". This requirement is considered by the State to be of great usefullness but the lack of this feature is not considered serious enough to disqualify the proposal. (O) Indicates a requirement which is "Optional". This requirement is considered by the State to be one which usefull or potentially usefull but not a central feature of the Project.
Delivery Method Column: Complete the delivery method using a Standard, Future, Custom, or Not Available/Not Proposing (as defined below) that indicates how the requirement will be delivered. Standard - Feature/Function is included in the proposed system and available in the current Software release. Future - Feature/Function will be available in a future release. (Provide anticipated delivery date, version, and service release in the comment area.) Custom - Feature/Function can be provided with custom modifications. (Respondent must provide estimated hours and average billing rate or flat cost for the Software modification in the comment area. These cost estimates should add up to the total cost for Software modifications found in the cost summary table in Section X of the RFP). Not Available/Not Proposing - Feature/Function has not been proposed by the Vendor. (Provide brief description of why this functionality was not proposed.)
Comments Column: For all Delivery Method responses Vendors must provide a brief explanation of how the requirement will be met. Free form text can be entered into this column.

INSTRUCTIONS

BUSINESS REQUIEMENTS						
State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
General Business Requirements						
B1.1	The Solution must have ability to display data on users screen.	M	Yes	Standard	Via standard web browsers	
B1.2	The Solution must have ability to send or export multiple file formats.	M	Yes	Standard	Highly formatted output is generated as PDF files. Output intended for analysis is generated as either Excel workbooks or CSV files.	
B1.3	The Solution must have ability to deliver/export graphical data displays.	M	No	Future	While there are some limited areas of the application where graphical output is produced, it can't be considered broad coverage. We do have a proposal circulating with our customers to add an visualization component using Power BI, but it has not been funded yet.	The State accepts vendor response.
B1.4	The Solution must have ability to receive and log messages in multiple formats.	M	Yes	Standard	HL7 messages are accepted in 2.5.1 v1.5 format. In addition, a flat file import format can be used for providers who do not have HL7 capabilities.	
B1.5	The Solution must have ability to generate and save multiple file formats.	M	Yes	Standard	Outbound HL7 messages are 2.5.1 v1.5 standard. Additionally, some file formats intended for external consumers are in documented custom formats.	
B1.6	The Solution must have ability to log user rejection of files.	M	Yes	Standard	All transactions within the system are logged.	
B1.7	The Solution must have ability to validate that all required data fields are complete and valid.	M	Yes	Standard	There are some differences in how validations are enforced between direct-entry usage and electronic submissions, but both have standard and predictable responses.	
B1.8	Vendor must host and provide access to State Project Staff to test environment that mirrors production environment.	M	Yes	Standard	The TEST environment is most often used for UAT of new software patches and releases. During IAO sessions, we'll agree what type of data will be maintained in TEST: production duplicate; production snapshot; scrambled production; manually created; etc.	
B1.9	The Solution must allow user to compare the expected results of the forecasting test case to the results observed by the tester.	M	Yes	Standard	The forecasting engine includes an audit capability that explains the logic paths applied to determine best series for the patient.	
B1.10	The Solution must have ability to deploy updated/new clinical decision support logic to production environment in a timely way.	M	Yes	Standard	While Envision is deploying new CDSI logic as quickly as current processes and technology allows, we also have a new automated deployment system in development that we hope to have embedded in a software version by yearend 2020. This will dramatically shorten the distribution timeline.	
B1.11	The Solution must have ability to notify end users of updated/new clinical decision support logic according to federal, State, and local laws, regulations and policies.	M	Yes	Standard	Notification is normally left to states to manage, but the software provides various mechanisms to alert users to software changes.	
B1.12	The Solution must allow State Project Staff to send unauthorized users referral communications for Facility/Organization Registration.	M	Yes	Standard	The solution contains options for self-registration of individual users and facilities.	
B1.13	The Solution must require user to agree to confidentiality policy prior to allowing user to access the system.	M	Yes	Standard	Multiple policy agreements can be enforced.	
B1.14	The Solution must have ability to electronically generate VFC provider enrollment forms and store related data.	M	Yes	Standard		

Contractor Initials: CJM
Date: 05/15/2020

B1.15	The Solution must have VFC online enrollment capabilities that include emergency back-up plan Documentation.	M	Yes	Standard	We do not have a feature for clinics to upload back-up plans, but if a back up plan is required, the requirement can be tracked with the enrollment.	
B1.16	The Solution must have the provider onboarding functionality, i.e., tracking onboarding steps, comment area, provider onboarding questionnaire, which interfaces with main provider information table.	M	No	Future	Some of these functions are implemented with the current Provider Onboarding Module, but others are still to be built.	The State accepts vendor response.
B1.17	The Solution must allow user to open multiple screens at once within the application.	M	Yes	Standard	With the caveat that in a web-based application, this can be problematic. There is no locking of records opened by a user, so if a user opens multiple instances of the same record and makes edits, inconsistent data can result.	
B1.18	The Solution must have ability to provide online access to enrollment form(s).	M	Yes	Standard		
B1.19	The Solution must have the ability to interoperate with case management tool for scheduling and routing for site visits to registered facilities.	O	No	N/A	The solution includes a case management facility that may address State requirements.	The State accepts vendor response.
B1.20	The Solution must support the entry of all organization demographics and data when completing electronic forms.	M	Yes	Standard		
B1.21	The Solution must allow user to save a form in progress and return to modify or submit it at a later time.	M	Yes	Standard	Implemented for longer/more complex forms, but not all.	
B1.22	The Solution must have ability to validate that all of the fields are complete before allowing the user to submit the form online.	M	Yes	Standard		
B1.23	The Solution must have ability to alert user of incomplete fields and inappropriate entries.	M	Yes	Standard		
B1.24	The Solution must have ability to submit form electronically.	M	Yes	Standard		
B1.25	The Solution must allow user to modify form until it is submitted.	M	Yes	Standard		
B1.26	The Solution must have ability to scan in paper forms.	P	No	N/A	The solution itself does not include scanning capabilities, but scanned files (e.g., training certificates) can be attached to a form.	The State accepts vendor response.
B1.27	The Solution must have ability to retrieve information from scanned forms and automatically fill required data fields with retrieved information.	O	No	N/A		The State accepts vendor response.
B1.28	The Solution must have ability to record person who is making the request.	M	Yes	Standard		
B1.29	The Solution must have ability to validate medical license number against Professional Licensing Agency record database.	P	No	Custom	We have evaluated but never implemented this capability. In the absence of more detailed requirements, no estimate for effort or cost is provided in this response.	The State accepts vendor response.
B1.30	The Solution must have ability to display the submitted form to user.	M	Yes	Standard		
B1.31	The Solution must have the ability to integrate document imaging into System.	P	No	N/A	The solution itself does not include document imaging capabilities, but image files (e.g., training certificates) can be attached to a form.	The State accepts vendor response.
B1.32	The Solution must have ability to search for and alert if there is a potential match of duplicate facilities.	M	Yes	Standard		
B1.33	The Solution must have ability to compare facility registration application information to current records to find matches.	M	Yes	Standard		
B1.34	The Solution must allow user to assign a rejection code to a rejected application.	M	Yes	Standard	Denial reason codes are available for new user registration and comments are available for enrollments.	
B1.35	The Solution must support a rules-based algorithm to suggest approval or rejection based on review.	M	No	N/A	Solution does not currently support the notion of an intelligent assistant, but could be added. In the absence of more detailed requirements, no estimate for effort or cost is provided in this response.	The State accepts vendor response.
B1.36	The Solution must provide communication to applicant on registration status.	M	Yes	Standard	Via embedded email	
B1.37	The Solution must allow ITS staff to review and reject/approve registration form.	M	Yes	Standard		

Contractor Initials: CJM
Date: 05/15/2020

B1.38	The Solution must allow applicant to edit, save, and resubmit a rejected facility registration application.	M	Yes	Standard	As it pertains to VFC program enrollments, individual user registrations cannot be resubmitted once rejected.	
B1.39	The Solution must have ability to create and save new records for approved facility registration applicants.	M	Yes	Standard		
B1.40	The Solution must have the ability to create unique provider site ID.	M	Yes	Standard	Uniqueness is enforced during creation, but the process allows for assignment of meaningful IDs.	
B1.41	The Solution must have the ability to store multiple unique provider facility site IDs used by various systems.	M	No	N/A	Not currently supported, but could be added.	The State accepts vendor response.
B1.42	The Solution must have ability to send approval notification to facility registration applicant.	M	Yes	Standard	Via embedded email	
B1.43	The Solution must have the ability to send mass emails to providers or other authorized users.	M	No	N/A	Not currently supported, but could be added. The system already supports email for scripted actions and notifications.	The State accepts vendor response.
B1.44	The Solution must have ability, at State level, to access audit logs for actions performed by users on patient, vaccination, facility, and user records.	M	No	N/A	This might require some clarification in discussions. Every record in the system (patient, provider, user, facility, etc.) has audit tracking for user crease and update. Some record types have more detailed change tracking as well (vaccination, patient address and VFC status, etc.). These types of audit are visible to all users of the application. However, there is another level of auditing that takes place for HIPAA compliance, and this is not visible to any application user. If needed for HIPAA investigation, Envision provides reports as part of support and maintenance.	Envision is able to complete a HIPAA investigation for the State and can supply that information. The State accepts vendor response.
B1.45	The Solution must give State administrators the ability to access and maintain internal tables, change attribute values or properties, and modify drop down lists.	M	Yes	Standard	This applies to the vast majority of lookup tables in the application. However, some codes are reserved for system use, where altering a value or property would affect desired performance of the application.	
B1.46	The Solution must support best practices in accordance with AIRA/MIROW guide for collaboration with Inventory Management Operations. Vendor will work with State during Solution implementation to define how State-specific business rules will be supported.	M	Yes	Standard	An exception would be if the State-specific business rules violate AIRA/MIROW guidelines, in which case we may not be able to comply.	
B1.47	The Solution must support best practices in accordance with AIRA/MIROW guide for collaboration with Vaccines For Children program. Vendor will work with State during Solution implementation to define how State- specific business rules will be supported.	M	Yes	Standard	An exception would be if the State-specific business rules violate AIRA/MIROW guidelines, in which case we may not be able to comply.	
B1.48	The Solution must support best practices in accordance with AIRA/MIROW guide for Reminder/Recall. Vendor will work with State during Solution implementation to address how State-specific business rules will be supported.	M	Yes	Standard	An exception would be if the State-specific business rules violate AIRA/MIROW guidelines, in which case we may not be able to comply.	
B1.49	The Solution must support best practices in accordance with AIRA/MIROW guide for Data Quality Assurance. Vendor will work with State during Solution implementation to define how State-specific business rules will be supported.	M	Yes	Standard	We have not currently implemented the AIRA DQA/MQE tool. We have a number of equivalent capabilities that preceded MQE.	The State accepts vendor response.
B1.50	The Solution must support best practices in accordance with AIRA/MIROW guide for Vaccine Level Deduplication. Vendor will work with State during Solution implementation to address how State-specific business rules will be supported.	M	No	N/A	Full compliance with the latest MIROW Vaccine Level Deduplication guidance is not currently implemented. This work is currently underway and should be complete in 2019.	The State accepts vendor response.
B1.51	The Solution must support best practices in accordance with AIRA/MIROW guide for Management of Moved or Gone Elsewhere (MOGE) and other patient status designation business rules. Vendor will work with State during Solution implementation to define how State-specific business rules will be supported.	M	Yes	Standard	An exception would be if the State-specific business rules violate AIRA/MIROW guidelines, in which case we may not be able to comply.	

Contractor Initials: CJM
Date 05/15/2020

B1.52	The Solution must use standards described in current CDC implementation guides for immunization messaging (including support for HL7 2.5.1).	M	Yes	Standard	We are compliant with the CDC implementation guide for HL7 2.5.1 at the release 1.5 level.	
B1.53	The Solution must use standards described in current CDC implementation guides for immunization data values.	M	Yes	Standard		
B1.54	The Solution must support immunization messaging based on HL7 Clinical Document Architecture, Clinical Care Document (CCD).	O	No	N/A	This functionality is not currently available.	The State accepts vendor response.
B1.55	The Solution must implement a data mart for ad-hoc reporting.	M	Yes	Standard	This optional module will be included in the proposed product offering	The State accepts vendor response.
B1.56	The Solution must utilize role-based access to control user access to IIS functionality, reports, and data. The Vendor must work with the State to define mutually agreed upon user roles and restricted access rights.	M	Yes	Standard		
B1.57	The Solution must have the ability to link comments or notes to database records, times, dates, users, and history tables.	M	Yes	Standard	A simple comment capability exists in most database major entities (users, providers, vaccinations, etc.) and can be easily added to others if desirable. We have noted, however, that for the patient entity, a separate Notes management utility is preferred by users due to the potential depth and complexity of notes attached.	
B1.58	The Solution must have a built-in messaging functionality to allow for communication between users and provider facilities within the system.	P	No	N/A	Not currently implemented, but has been discussed with our user community.	The State accepts vendor response.
B1.59	The Solution must have a built-in e-mail capability to allow for communication from within the system to individual e-mail addresses, including ability to send vaccination records.	P	No	N/A	Not currently implemented, but has been discussed with our user community.	The State accepts vendor response.
[redacted]						
B2.1	The Solution must allow user to create a new patient record.	M	Yes	Standard		
B2.2	The Solution must have ability to create a new record.	M	Yes	Standard		
B2.3	The Solution must allow System administrator to create a new patient record.	M	Yes	Standard		
B2.4	The Solution must have ability to identify new patient records.	M	No	N/A	This may be an easily addressed requirement if we are provided with additional business needs.	The State accepts vendor response.
B2.5	The Solution must have ability to prevent a record from being saved unless required data elements are completed.	M	Yes	Standard	There is a standard set of core required values, and an extensible set of values which can be made required in a particular customer environment.	
B2.6	The Solution must have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M	Yes	Standard		
B2.7	The Solution must have ability to flag new patient records where possible matches are found.	M	No	N/A	Audit creation dates are shown on the possible match display, but nothing flags a record as "new".	The State accepts vendor response.
B2.8	The Solution must have ability to prompt user to confirm creation of a new patient record after possible matches are found.	M	Yes	Standard	Note: this is duplicate of item B2.6	
B2.9	The Solution must have ability to automatically generate a unique patient ID.	M	Yes	Standard	The patient ID in the system is an integer, increasing as an IDENTITY(n,1). This is also the primary key for the table.	
B2.10	The Solution must have ability to document all CDC-approved core data elements related to vaccine administration.	M	Yes	Standard	Note: Envision staff have participated in every core data element definition project for the past ten years.	
B2.11	The Solution converts addresses to use standard US Postal conventions and codes.	M	Yes	Standard		
B2.12	The Solution must have the ability to create a map using geocodes for statistical reporting.	M	No	N/A	This functionality is not currently implemented directly in WebIZ. However, a project is currently underway to integrate Smarty Streets address validation (an AIRA benefit) which includes geocoding. Pending approval of 2019-2020 CoAg funding requests, we have a follow-on project to integrate advanced visualizations using PowerBI (additional costs may apply).	The State accepts vendor response.

Contractor Initials: CJM
Date 05/15/2020

B2.13	The Solution must display age in year/month/day format in all age display fields (e.g., 2 years, 4 months, 3 days).	M	Yes	Standard		
B2.14	The Solution must contain an optional selection calendar for date fields in addition to direct entry.	M	Yes	Standard		
B2.15	The Solution must provide for logical and wildcard searching of all fields involving HL7 components.	M	No	N/A	There is not currently a mechanism to arbitrarily search the database for any field that might be matched by an HL7 message component. However, the HL7 message log allows for text string searches, which might address this need.	The State accepts vendor response.
B2.16	The Solution must be able to conduct and narrow search on all related fields (e.g., HS number, gender, patient middle name, patient address, patient phone number, vaccine type, lot number, manufacturer, others.)	M	No	N/A	The system currently supports patient search on: Patient First/Last/Middle, DOB, Patient ID, other unique personal identifiers (SSN, Student ID, medical record number, etc.), Gender, Birth Mother information, Birth Father information. We have a recent customer request to add phone number to the search, which will be added sometime in 2020. Patient search does not support any vaccination event-related data.	The State accepts vendor response.
B2.17	The Solution must have ability to flag a record by a User for deletion.	M	No	N/A	No general capability to "flag a record for deletion" currently exists. An exception would be in the manual duplicate identification process, where a user with appropriate privileges can identify a matching pair, and note which record should be deleted.	The State accepts vendor response.
B2.18	The Solution must have ability to delete a record by Administrator.	M	Yes	Standard	Only users with the appropriate security attributes can view and/or edit deleted records, or delete records. Record deletion is typically a "soft" delete, except in some cases where the patient and all related information can be expunged from the system.	
B2.19	The Solution must have the ability to delete patient records without compromising inventory integrity.	M	Yes	Standard	If a record to be deleted in a merge includes administered inventory, the vaccination event must be assigned to the record to keep or the merge cannot proceed.	
B2.20	The Solution must have ability to copy selected data elements from the record to be deleted into a newly created record.	M	No	N/A	In the context of merging records, data elements from the record to be deleted can be moved to the record to be kept. There is currently no mechanism to create new records as a partial extract of an existing record. There is a proposed project (pending CMS funding) to change ALL duplicate merges into an A+B=C process.	
B2.21	The Solution must have ability for user to select patient record status indicator.	M	No	N/A	Requirement unclear. WebIZ fully implements CDC PAIS guidelines, and authorized users have the ability to modify global status settings. Patients who are Deceased or Opted out cannot be seen or modified except by users with appropriate privileges. Inactive Patients cannot be modified except by state staff	
B2.22	The Solution must have the ability to display patient status indicator.	M	No	N/A	Requirement unclear. WebIZ fully implements CDC PAIS guidelines, and authorized users have the ability to modify global status settings. Patients who are Deceased or Opted out cannot be seen or modified except by users with appropriate privileges.	The State accepts vendor response.

Contractor Initials: CJM
Date: 5/15/2020

B2.23	The Solution must prevent user access and updates to records that have been placed in an inactive status.	M	No	N/A	Requirement unclear. WebIZ fully implements CDC PAIS guidelines, and authorized users have the ability to modify global status settings. Patients who are Deceased or Opted out cannot be seen or modified except by users with appropriate privileges.	The State accepts vendor response.
B2.24	The Solution must document active/inactive status of individuals at both the provider organization/site and geographic jurisdiction levels.	M	No	N/A	Unclear how "jurisdictions" are defined. We may have a solution with recently introduced "Regions" feature.	After further discussion, vendor stated that they could meet this requirement. The State accepts vendor response.
B2.25	The Solution must have the ability to recall or re-open a closed record.	M	Yes	Standard		The State accepts vendor response.
B2.26	The Solution must have ability to perform a patient record query based on one or multiple user-defined parameters.	M	No	N/A	Specific requirement unclear.	After further discussion, vendor stated that they could meet this requirement. The State accepts vendor response.
B2.27	The Solution must support a rule-based patient record query algorithm.	M	Yes	Standard		
B2.28	The Solution must support a maximum query response time of 4 seconds.	M	Yes	Standard	Typically very achievable, dependent upon system load and network traffic. Performance at the application level is generally sub-second. This can vary if the query is so broad that the subset of data returned exceeds preset thresholds.	
B2.29	The Solution must have ability to produce a patient record match using user-defined criteria.	M	Yes	Standard		
B2.30	The Solution must have ability to display and print patient record.	M	Yes	Standard		
B2.31	The Solution must have ability to securely export and email a patient record.	M	Yes	Standard	Immunization records are typically generated as a PDF file, which can be attached to any email (including encrypted). The email capability is currently external to the application but could be changed to a built-in capability.	
B2.32	The Solution must support a patient record query algorithm to return "best matches."	M	Yes	Standard		
B2.33	The Solution must have the ability to specify required parameters for patient queries.	M	Yes	Standard		
B2.34	The Solution must allow user to re-query for a patient record by modifying existing most current query parameters.	M	Yes	Standard		
B2.35	The Solution must have ability to query with a search string and/or filter.	M	Yes	Standard		
B2.36	The Solution must have ability to set an adjustable limit to the number of possible patient query matches based on the immunization program policy.	M	Yes	Standard	This is a system setting that will be determined during configuration IAD sessions. There are two settings: a soft limit that throws a warning before displaying data, and a hard limit that forces a revision in search parameters before continuing.	
B2.37	The Solution must have ability to display the list of returned possible patient query matches as allowed by local policy.	M	Yes	Standard		
B2.38	The Solution must allow user to select a patient record from the list of possible patient query matches.	M	Yes	Standard		
B2.39	The Solution must have ability to prevent a record from being saved unless specified data elements are completed and valid.	M	Yes	Standard		
B2.40	The Solution must have ability to associate a patient with a clinic/site.	M	Yes	Standard		
B2.41	The Solution must have ability to flag patient record for death and include a date of death.	M	Yes	Standard		
B2.42	The Solution must have the ability to inactivate/lock patient record.	M	Yes	Standard	Using the soft delete capability	
B2.43	The Solution must have ability to automatically inactivate patient records based on age.	M	No	N/A		The State has the option to add in specific age parameters (example at age 110 - it will go inactive), the State can update to inactive if the patient passes away. The State accepts vendor response.

Contractor Initials: CJM
Date 05/13/2020

B2.44	The Solution must have ability to reactivate patient record.	M	Yes	Standard		
B2.45	The Solution must have ability to edit status of patient record.	M	Yes	Standard		
B2.46	The Solution must have ability to electronically document patient consent to vaccination.	M	Yes	Standard		
B2.47	The Solution must have ability to electronically document patient consent to participate in IIS.	M	No	N/A	Currently WebIZ assumes default patient inclusion in the IIS with the opportunity to Opt Out under several scenarios for record management. A capability to require each patient to "opt-in" is possible, but not quoted here without additional requirements.	The State accepts vendor response.
B2.48	The Solution must have ability to receive updated patient record in a designated format from the provider's EHR.	M	Yes	Standard	Assumes HL7 is the primary mechanism, with a system-defined flat file option as fallback.	
B2.49	The Solution must support an online data request form.	M	Yes	Standard	The application includes a capability for a potential user to request access to the system. If this is intended to mean a single-patient request for vaccination history, that is handled by an optional module called the Patient Portal (price will be included in quote).	
B2.50	The Solution must provide online instructions to "read only" user on how to create and submit a data request.	M	No	N/A	Requirement unclear	The State accepts vendor response.
B2.51	The Solution must have ability to generate record/file in format specified by user-defined parameters.	M	No	N/A	Requirement unclear	The State accepts vendor response.
B2.52	The Solution must have ability to receive an electronic data request.	M	No	N/A	Requirement unclear	The State accepts vendor response.
B2.53	The Solution must have ability to query and view the System's existing users/authorization Agreements.	M	No	N/A		The State gives their users certain authorization levels, which they can change at any point. The State accepts vendor response. The State accepts vendor response.
[redacted]						
B3.1	The Solution must allow the user to view a patient immunization record.	M	Yes	Standard		
B3.2	The Solution must have ability to print official immunization certificate or record.	M	Yes	Standard		
B3.3	The Solution must allow user to add/modify/delete vaccine and/or demographic information.	M	Yes	Standard	Based on user privileges	
B3.4	The Solution must have ability to display a patient record with vaccine forecast.	M	Yes	Standard		
B3.5	The Solution must allow the user to print a patient record with vaccine forecast and redact demographic data per program policy.	M	Yes	Standard	Creation and/or configuration of standard documents (Official IZ Record, Student Certificates, Administrative Records, etc.) is part of the standard onboarding effort for new sites, and is included in the initial costs.	
B3.6	The Solution must allow authorized users to view patient vaccination history and forecast, including contraindications and history of disease (including consumer/patient access).	M	Yes	Standard		
B3.7	The Solution must have ability to send and receive patient query results in a designated format.	M	Yes	Standard	Generally via HL7, unless otherwise specified.	
B3.8	The Solution must have ability to export patient history and forecasts in multiple formats (e.g. PDF, spreadsheet).	M	Yes	Standard		
B3.9	The Solution must have ability to indicate vaccine refusal by patient.	M	Yes	Standard		
B3.10	The Solution must have ability to select patient vaccine refusal reason code.	M	Yes	Standard		
B3.11	The Solution must have ability to display patient exemptions, contraindications and reactions in accordance with Vaccine Recommendations and Guidelines of the ACIP	M	Yes	Standard	This is a fairly extensive module that will be configured during IAD sessions.	

Contractor Initials: CJM
Date: 05/15/2020

B3.12	The Solution must have ability to document adverse reactions in accordance with Vaccine Recommendations and Guidelines of the ACIP.	M	Yes	Standard		
B3.13	The Solution must have ability to interoperate with VAERS.	M	No	N/A	The system currently is linked to the VAERS website but no effort is made to pre-populate some/all of the VAERS reporting form, as this is not supported by CDC.	The State accepts vendor response.
B3.14	The Solution must have ability to display, print and export an updated immunization record and forecast.	M	Yes	Standard		
B3.15	The Solution must support a rules based vaccine clinical decision support algorithm.	M	Yes	Standard	Yes, based wholly on the CDC's CDSI logic, supporting data and tests.	
B3.16	The Solution must have ability to apply effective dates to vaccine rules.		Yes	Standard	Envision follows the CDSI Logic specification and supporting data. CDSI provides a way to version vaccine series rules when ACIP makes significant changes. For example, on August 7, 2009, the minimum interval and age for the 4th dose of Polio was changed significantly and the logic and supporting data allow for this rule to be applied differently for vaccinations administered before that date vs on or after that date.	
B3.17	The Solution must have ability to sort vaccine rules by category.	M	Yes	Standard	WebIZ provides a facility for users to be able to view the CDSI supporting data by vaccine Antigen and then by applicable series and target doses within. Additionally, WebIZ also provides an audit capability where the user can see what rules have been applied to any administered vaccine with regard to it's evaluation status as well as the rules that apply to generating forecast dates for the next dose in the vaccine series.	
B3.18	The Solution must have ability to maintain historical records of effective dates of previous forecast schedules.	M	Yes	Standard	WebIZ uses the CDSI Logic Specification and Supporting Data. To the extent that effective date rules are provided by CDSI, WebIZ supports and uses these in forecast and evaluation.	
B3.19	The Solution must have ability to review/apply an immunization schedule that was appropriate at the time of administration.	M	Yes	Standard	WebIZ follows the CDSI Logic Specification and Supporting Data. To the extent that there are differing rules (i.e., intervals, ages and skip conditions), WebIZ uses the appropriate supporting data based on the administration date and the effective date of the rules. The evaluation and forecast audit utility provides a user with the ability to see the rules that apply for any given target dose.	
B3.20	The Solution must allow IIS System staff to easily update the rules-based vaccine clinical support logic.	M	No	N/A	This is a task that Envision manages under our Support and Maintenance program.	The State accepts vendor response.
B3.21	The Solution must have the ability to incorporate new vaccine codes into the IIS and the forecasting algorithm	M	Yes	Standard	Dependent on CDSI rule creation and publication.	
B3.22	The Solution must have ability to immediately update a vaccine forecast for a patient record when immunizations are added/modified/deleted.	M	Yes	Standard		
B3.23	The Solution must allow user to create and save forecasting test cases for review.	M	Yes	Standard	Currently this is only exposed for internal use.	
B3.24	The Solution must have ability to document patient vaccine funding eligibility information.	M	Yes	Standard		

Contractor Initials: CJM
Date: 05/15/2020

B3.25	The Solution must have ability to select vaccine funding eligibility for each vaccine dose.	M	No	N/A	This is standard with HL7, but currently the manual vaccine entry screen is based on patient-level eligibility. We have a project in our schedule for completion in 2020	For every dose manually entered the provider has to select funding eligibility. There is a workflow to administer multiple entries- is a process currently being worked on.
B3.26	The Solution must have ability to identify new vaccine events.	M	No	N/A	Date(s) of administration are clearly visible, but there is no notion of a "new" event.	The State accepts vendor response.
B3.27	The Solution must record and make available all submitted vaccination and/or demographic information in a timely manner.	M	Yes	Standard	Generally this is instantaneous.	
[redacted]						
B4.1	The Solution must allow user to select reminder/recall parameters.	M	Yes	Standard		
B4.2	The Solution must allow user to select one or more notification methods.	M	Yes	Standard	Reminder/Recall process generates a cohort of patients needing to be contacted. Contact mechanism is a secondary decision.	
B4.3	The Solution must have ability to produce a list of patients according to user-defined parameters.	M	Yes	Standard		
B4.4	The Solution must have ability to prompt for clinical user review of patient lists before sending notifications.	M	Yes	Standard	There are no "automated" notifications at this time.	
B4.5	The Solution must have ability to print a list of queued patients.	M	Yes	Standard		
B4.6	The Solution must have ability to log each time a user generates a list of patients.	M	Yes	Standard	Each reminder recall run records who created the report.	
B4.7	The Solution must have the ability to display the date the Reminder Recall notice was sent to a patient.	M	Yes	Standard	Can partially be accomplished by checking flag to auto-create patient event when patient is included in reminder/recall, but dependent on a human actually completing the notification of the patient.	
B4.8	The Solution must allow the end user to set and/or modify the reminder/recall count limit for a patient.	M	Yes	Standard		
B4.9	The Solution must allow user or System administrator to set upper limit for the number of times a reminder/recall will be generated and sent without a patient response.	M	Yes	Standard		
B4.10	Allow the user to establish a time interval between reminder recall notices (e.g., 90 days or 60 days).	M	Yes	Standard	The application does not have a feature to automatically create notices per a schedule, but the user can manually create notices based on their preferred schedule.	
B4.11	The Solution must prevent sending notifications to patients who have met the "count" limit of reminder/recall.	M	Yes	Standard	User can select a "count" value that will exclude patients from the reminder recall if they have been included in previous reminder recalls and have not received a subsequent vaccination.	
B4.12	The Solution must prevent all records given an inactive status from being included in the list of patients for reminder/recall.	M	Yes	Standard	Yes, we exclude patients inactive at the clinic selected for the reminder recall, when using the clinic version.	
B4.13	The Solution must have ability to generate and send electronic notifications.	M	No	N/A	Not currently a built-in feature of the application. However, the application does have built-in mail and SMS capabilities now, and it would be relatively straightforward to extend them to reminder/recall. In the absence of more detailed requirements, no estimate for effort or cost is provided in this response.	There are specific notifications that are already built in that allows output of data. The State accepts vendor response.
B4.14	The Solution must allow user to generate customizable, query- driven mail labels, letters, or postcards based on user choice.	M	Yes	Standard		
B4.15	The Solution must have ability to track notification attempts and log back to a patient's record.	M	Yes	Standard	notification attempts are logged when changing patient status to inactive for reason lost to follow up	
B4.16	The Solution must allow user to select reminder/recall notification opt-out on a patient record.	M	Yes	Standard		
B4.17	The Solution must have ability to update/save patient status.	M	Yes	Standard	If referring to Patient Active/Inactive Status	

Contractor Initials: CJM
05/15/2020

B4.18	The Solution must have ability to recognize and include some inactive records for future notifications (e.g., not deceased, opted-out of registry, but needs to be notified in pandemic scenario).	M	No	N/A	There are some override conditions such as ignoring the patient setting for Do Not Include Patient in Reminder/Recall, but no general set of override rules. This option could be added, but in the absence of more detailed requirements, no estimate for effort or cost is provided in this response.	The State accepts vendor response.
[redacted]						
B5.1	The Solution must have ability to automatically identify new patient records as possible duplicates.	M	Yes	Standard	Occurs during the Add Patient process to a limited extent, and all new records are included in nightly duplicate identification.	
B5.2	The Solution must have ability to automatically identify existing patient records as duplicates.	M	Yes	Standard		
B5.3	The Solution must allow users to manually flag duplicate records.	M	Yes	Standard		
B5.4	The Solution must support a rules-based algorithm to evaluate duplicate records.	M	Yes	Standard		
B5.5	The Solution must allow rules to be easily-editable by IIS staff (add, remove, modify).	M	No	N/A	We are working on an enhancement to allow users to adjust the matching algorithms sensitivity, and later to use additional algorithms.	The State accepts vendor response.
B5.6	The Solution must flag when possible duplicate records needing manual review.	M	Yes	Standard	Currently, all identified possible duplicates require manual review.	
B5.7	The Solution must have ability to combine two or more duplicate records according to business rules.	M	No	N/A		
B5.8	The Solution must allow user to manually flag records for manual review.	M	Yes	Standard		
B5.9	The Solution must have ability to alert user of records pending for manual review.	M	No	N/A		The State accepts vendor response.
B5.10	The Solution must allow user to view records simultaneously for decision to merge records.	M	Yes	Standard	User views duplicates side-by-side and decides which data should prevail in the merge.	
B5.11	The Solution must allow user to navigate the System while reviewing possible duplicates.	M	Yes	Standard	With the caveat that in a web-based application, this can be problematic. There is no locking of records opened by a user, so if a user opens multiple instances of the same record and makes edits, inconsistent data can result.	
B5.12	The Solution must allow user to select data elements to merge into a consolidated record.	M	Yes	Standard		
B5.13	The Solution must support an audit trail when records are merged.	M	Yes	Standard		
B5.14	The Solution must have ability to retain "pre-merged" records and reverse merge events.	M	No	N/A	Currently the application uses a model of "one record of two will survive". We have a major project scheduled beginning in 2019 (pending funding approvals) that will change this to an "A plus B yields C" model, which will greatly enhance traceability and "undo" operations.	If two patients are combined in the system, one will go inactive. The State accepts vendor response.
B5.15	The Solution must allow user to flag record as "not a duplicate".	M	Yes	Standard		
B5.16	The Solution must have ability to prevent matching for the same pair of records that have been flagged as "not a duplicate".	M	Yes	Standard		
B5.17	The Solution must allow user to manually flag a record as pending for manual review.	M	Yes	Standard	Currently, all identified possible duplicates require manual review.	
B5.18	The Solution must have ability to alert user of records pending for manual review.	M			Note: Duplicate of B5.9	
B5.19	The Solution must have ability to automatically identify new vaccine events as duplicates or possible duplicates.	M	Yes	Standard	Both through the UI and HL7	
B5.20	The Solution must have ability to automatically identify existing vaccine events as duplicates.	M	Yes	Standard	Both through the UI and HL7	
B5.21	The Solution must allow users to manually flag duplicate events.	M	No	N/A	A report exists which can identify potential duplicate events.	

Contractor Initials: CJM
05/15/2020

85.22	The Solution must have ability to display to the end user the vaccine type, manufacturer, lot number, expiration date, NDC, administration date, administration site, eligibility, and who entered the dose for manual vaccine deduplication review.	M	Yes	Standard		
85.23	The Solution must support a rules-based algorithm to evaluate duplicate events.	M	Yes	Standard		
85.24	The Solution must support probabilistic algorithm to determine and flag when duplicate events need manual review.	M	No	N/A	We use vaccine type, vaccine group and dates to flag potential duplicates.	The State accepts vendor response.
85.25	The Solution must have ability to select the "best" vaccination event automatically that does not require manual review.	M	Yes	Standard	True in HL7 processing. In manual entry, this is left to the user making the entry.	
85.26	The Solution must allow user to delete a duplicate vaccine event.	M	Yes	Standard		
85.27	The Solution must have ability to display possible duplicate records.	M	Yes	Standard		
85.28	The Solution must have ability to automatically identify new patient records as possible duplicates.	M			Note: Duplicate of 85.1	
85.29	The Solution must have the ability to create a possible duplicate report.	M	Yes	Standard		
85.30	The Solution must have ability to prevent duplicate records from being created.	M	No	N/A	Users are prompted when possible duplicates are identified, but can still enter a new record that becomes a duplicate. In HL7, this process is much more rigorous.	The State accepts vendor response.
85.31	The Solution must allow user to identify duplicate patient records.	M	Yes	Standard		
[redacted]						
86.1	The Solution must support user ordering of vaccine.	M	Yes	Standard		
86.2	The Solution must have ability for provider to access and place order through the IIS System.	M	Yes	Standard		
86.3	The Solution must allow providers to verify/update contact information during each order.	M	Yes	Standard		
86.4	The Solution must have ability to display an order history of a provider.	M	Yes	Standard	Clinic users can see their order history and status of each order.	
86.5	The Solution must have ability to display all open orders (in transit or orders in process).	M	Yes	Standard	Clinic users can see their order history and status of each order.	
86.6	The Solution must have ability, at State level, to assign funding source/product lacent at the vaccine order line level.	M	Yes	Standard		
86.7	The Solution must have ability to display order status, approval status, and shipping status for both public and private doses.	M	No		Vaccine ordering for privately funded doses is not supported.	The State accepts vendor response.
86.8	The Solution must have ability to communicate order status or an audit log to the provider.	M	Yes	Standard		
86.9	The Solution must have ability to store shipper's tracking number and link to the shipper's website so that the end user may follow their vaccine shipment.	M	No	N/A	Not currently supported.	
86.10	The Solution must have capabilities for user to edit shipping information in the IIS.	M	Yes	Standard		
86.11	The Solution must have ability to sum quantities from multiple shipping notices.	M	No	N/A	Requirement unclear	The State accepts vendor response.
86.12	The Solution must have the ability to automatically alert provider via email that vaccine has been shipped.	M	Yes	Standard		
86.13	The Solution must have ability to display minimum order increments.	M	Yes	Standard	Yes, we display the package size for each NDC and enforce this as a minimum quantity. A minimum order quantity can also be set for clinics that validates the total order quantity.	
86.14	The Solution must have ability to calculate and display IIS recommended order quantities.	M	Yes	Standard	Based on prior usage patterns.	
86.15	The Solution must allow provider to enter a reason for vaccine orders outside the variance threshold.	M	Yes	Standard	A comment is required if clinic is using order forecasting and the order quantity does not equal the forecasted quantity.	

Contractor Initials: CJH
05/15/2020

B6.16	The Solution must alert user during vaccine ordering if provider's current on-site inventory is above threshold for ordering.	M	No	N/A	Not currently supported	The State accepts vendor response.
B6.17	The Solution must alert user for the need for manual order intervention.	M	No	N/A	Not currently supported	The State accepts vendor response.
B6.18	The Solution must allow provider to attach files of various formats to the vaccine order.	M	No	N/A	Not currently supported	The State accepts vendor response.
B6.19	The Solution must allow only specific users to order vaccines, delete and edit orders, and view order statuses for a clinic based on assigned user permissions.	M	Yes	Standard		
B6.20	The Solution must allow user to view order on the screen and print.	M	Yes	Standard		
B6.21	The Solution must allow user to view and print the attachments.	M	No	N/A	Attachments not supported	The State accepts vendor response.
B6.22	The Solution must ability to block a provider order.	M	Yes	Standard		
B6.23	The Solution must support a rules-based decision algorithm to approve or reject order.	M	No	N/A		
B6.24	The Solution must have an override function allowing a provider to place additional orders within a current ordering timeframe during an emergency situation.	M	Yes	Standard	A provider can be given user permissions to override defined order constraints. We would suggest that these permissions be linked to program staff who could order on behalf of the provider in emergency situations.	
B6.25	The Solution must have ability to reject order.	M	Yes	Standard		
B6.26	The Solution must allow user to select the reason code for rejection.	M	No	N/A		The State accepts vendor response.
B6.27	The Solution must support reason codes for order rejection.	M	No	N/A		The State accepts vendor response.
B6.28	The Solution must allow user to edit, save, and resubmit order after rejection.	M	Yes	Standard		
B6.29	The Solution must allow immunization program to edit, save, and resubmit vaccine order after rejection.	M	Yes	Standard		
B6.30	The Solution must have ability to transmit order to the COC.	M	Yes	Standard	Via standard COC upload protocol	
B6.31	The Solution must allow immunization program to view error message from COC.	M	Yes	Standard		
B6.32	The Solution must have the ability to interoperate with VTrckS.	M	Yes	Standard		
B6.33	The Solution must have ability to display the shipping file.	M	Yes	Standard		
B6.34	The Solution must support an interface allowing an immunization program to view order confirmations.	M	No	N/A		The State accepts vendor response.
B6.35	The Solution must have ability to send rejection notification back to IIS program.	M	No	N/A		The State would like to see a list of all of the orders that have gone through to make sure that there are no issues. Filed are extracted and uploaded The State accepts vendor response.
B6.36	The Solution must have ability to support user verification that order information, packing slip information, and package contents are equivalent.	M	Yes	Standard	User can view order and shipment information within the application for verification with the packing slip and package contents	
B6.37	The Solution must allow user to edit inventory data elements in the case of discrepancies in the shipping file.	M	Yes	Standard		
B6.38	The Solution must have ability to flag errors in a shipping file.	M	Yes	Standard	Formatting errors and order numbers that could not be matched are flagged.	
B6.39	The Solution must have ability to notify distributor of an incorrect shipping file.	M	No	N/A		The State accepts vendor response.
B6.40	The Solution must have ability to notify State that provider shipments have arrived and if there are any discrepancies per provider office.	M	No	N/A	Not currently implemented.	The State accepts vendor response.

Contractor Initials: CJM
Date 05/15/2020

B6.41	The Solution must allow user to send acknowledgement of order receipt electronically or manually.	M	No	N/A	Requirement unclear.	Communication is completed within the system and a popup will occur if an order has been approved or rejected. You can turn on emails, so they can get the history of what is happening. The State accepts vendor response.
B6.42	The Solution must allow the user to activate each product in the IIS after shipment is received.	M	Yes	Standard		
B6.43	The Solution must have ability to flag order by vaccine type as over-order quantity, under-order quantity, or damaged.	M	No	N/A	Not currently implemented.	When you get a message, it attempts to match up with the inventory for the patient. The State accepts vendor response.
B6.44	The Solution must ave ability for State to inform distributor of over quantities received, under quantities received, or damaged order.	M	No	N/A	Not currently implemented.	The State accepts vendor response.
B6.45	The Solution must ave ability to alert the Administrators of discrepancies in received orders.	M	No	N/A	Not currently implemented.	The State accepts vendor response.
B6.46	The Solution must have ability to return order to the immunization program.	M	Yes	Standard	Providers are able to submit Returns to Program for review and approval.	
[redacted]						
B7.1	The Solution must have vaccine inventory capabilities that manage a universal State like New Hampshire	M	Yes	Standard	We are currently working with at least two other universal states.	
B7.2	The Solution must have vaccine inventory capabilities that manage (adult) private and State inventories.	M	Yes	Standard	Private vaccine inventories can be managed, but ordering is outside the system	
B7.3	The Solution must have ability to print current inventory list at provider, State, and jurisdictional levels.	M	No	N/A	Definition of "jurisdiction" is not clear.	Need to be able to print from City Health Departments (Nashua and Manchester) the ices (10) and Regional Public Health Network (RPHN) jurisdictions. For the two "major" cities Nashua and Manchester, they are their own networks, but the network oversees the greater Nashua and Manchester areas and not just the specific cities. State will need it separated out - cities on their own and the RPHN. The State accepts vendor response.
B7.4	The Solution must have ability to display current provider inventory.	M	Yes	Standard		
B7.5	The Solution must have opening dashboard which displays pertinent information regarding vaccine inventory and/or coverage.	M			Requirement unclear	There are dashboards, which the State inquired if this can be done by the regional public health network. The State accepts vendor response.
B7.6	The Solution must have ability to display inventory by vaccine type and funding source.	M	Yes	Standard		
B7.7	The Solution must have ability to query the inventory system/function by funding source and vaccine type.	M	Yes	Standard		
B7.8	The Solution must have ability to reflect inventory decrementing as vaccines are administered and reported (real-time).	M	Yes	Standard	Batch via UI and HL7	
B7.9	The Solution must have ability to decrement vaccine inventory, regardless of patient's IIS active status, including but not limited to the vaccine type, dose level, by funding source, and by lot number.	M	Yes	Standard		
B7.10	The Solution must have the capability for a user to enter a refrigerator count and reconcile differences in inventory.	M	Yes	Standard		
B7.11	The Solution must have ability to capture and display provider refrigeration storage capacity/capability.	M	No	N/A		

Contractor Initials: CJM
Date: 05/15/2020

B7.12	The Solution must have ability to produce an inventory reconciliation report.	M	Yes	Standard		
B7.13	The Solution must allow the user to attach usage reports to an inventory reconciliation report.	M	No	N/A		
B7.14	The Solution must have ability to display alerts/notifications for vaccines nearing expiration.	M	Yes	Standard		
B7.15	The Solution must have ability to track, at State level, borrowed doses of vaccine with reclassified funding sources.	M	Yes	Standard		
B7.16	The Solution must allow user, at State level, to assign and modify quantity for expired/lost/wasted inventory using inventory adjustment codes.	M	Yes	Standard	Also available to providers	
B7.17	The Solution must have the ability to track and notify Administrators of manual changes to inventory.	M	No	N/A		The State accepts vendor response.
B7.18	The Solution must have the ability to determine the total cost of wasted vaccine per inventory for NHIP.	M	No	N/A	We have a report that lists the number of wasted doses for each vaccine at a clinic, but the total cost would need to be manually calculated.	Alerts/notification are needed when there are changes to inventory. The State accepts vendor response.
B7.19	The Solution must have temperature log reporting capabilities with a warning mechanism when temperatures are out of range.	M	Yes	Standard		
B7.20	The Solution must have ability to automatically decrement vaccine doses as vaccinations are recorded, whether through the user interface or an EHR system.	M	Yes	Standard	Repeats B7.8	
B7.21	The Solution must have the capability to auto decrement the inventory upon submission of administration data.	M			Unclear how this is different from B7.20	
[redacted]						
B8.1	The Solution must support secure file transfer transport methods including but not limited to federally mandated Encryption.	M	Yes	Standard		
B8.2	The Solution must support web service transport methods including but not limited to federally mandated Encryption.	M	Yes	Standard	Currently HTTPS only.	
B8.3	The Solution must support Direct transport methods including but not limited to federally mandated Encryption.	M	No	N/A	Direct protocol not supported, and is not recommended.	The State accepts vendor response.
B8.4	The Solution must have the ability to import from Electronic Health Record systems.	M	Yes	Standard	Via HL7	
B8.5	The Solution must provide functionality for batch HL7 messaging.	M	Yes	Standard	Note that batch messaging reduces feedback to the sender, and is not a recommended approach.	
B8.6	The Solution must provide functionality for real-time HL7 messaging.	M	Yes	Standard		
B8.7	The Solution must have ability to store and display all IIS Core Data Elements as listed by New Hampshire HL7 Implementation Guide.	M	No	N/A	Unable to find a reference to this local IG to verify. We support the national standard HL7 IG 2.5.1 v1.5, and all IIS core data elements. Per AIRA AART testing, we provide a best-in-class HL7 engine for IIS.	The State accepts vendor response.
B8.8	The Solution must have the ability to generate accurate error message in appropriate format in case of a record query failure in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.9	The Solution must have ability to automatically accept data and update a patient record in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.10	The Solution must have ability to create and send error messages in designated formats in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.11	The Solution must have ability to log error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.12	The Solution must have ability to filter or sort error or acknowledgement messages in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.13	The Solution must have ability to view response files.	M	Yes	Standard		
B8.14	The Solution must have ability to log user views of received response files.	M	No	N/A	Requirement unclear.	The State accepts vendor response.
B8.15	The Solution must allow IIS Staff to view current and past error message(s) for a user in accordance with current HL7 Implementation Guide.	M	Yes	Standard		
B8.16	The Solution must allow user to manually modify a data error in the IIS and resubmit the record in accordance with current HL7 Implementation Guide.	M	Yes	Standard		

Contractor Initials: CJM
Date: 5/15/2020

B8.17	The Solution must support an interface with SMS or other State inventory management system/function.	M	No	N/A		The State accepts vendor response.
B8.18	The Solution must have ability to interoperate with other inventory systems through a predefined API or Open Standards interface.	M	No	N/A		The State accepts vendor response.
B8.19	The Solution must have ability to receive "real-time" records from Vital Records for birth, death, adoption, and name change events.	M	Yes	Custom	Creation of the Vital Records interface is one of the standard tasks for onboarding a new state. Costs are included in this response.	
B8.20	The Solution must have ability to accept files from Vital Records in multiple formats.	M	Yes	Custom	The specific formats and interface to be used are determined during early IAD sessions during onboarding.	
B8.21	The Solution must have ability to detect if a newborn record is a new record or a match/update to an existing record or a duplicate.	M	Yes	Custom	VR import rules determined during IAD sessions .	
B8.22	The Solution must have ability to match an existing record with incoming vital record data.	M	Yes	Custom	VR import rules determined during IAD sessions	
B8.23	The Solution must have ability to use new vital record data to update patient demographic data.	M	Yes	Custom	VR import rules determined during IAD sessions	
B8.24	The Solution must have ability to capture date of death from vital records data.	M	Yes	Custom	VR import rules determined during IAD sessions	
B8.25	The Solution must provide functionality for batch HL7 messaging.	M			Note: Duplicate of B8.5	
B8.26	The Solution must provide functionality for real-time HL7 messaging.	M			Note: Duplicate of B8.6	
B8.27	The Solution must support Secure File Transport-based data exchange.	M	Yes	Standard		
B8.28	The Solution must support data exchange based on the Direct protocol (http://directproject.org/).	M	No	N/A	Direct protocol not supported, and is not recommended.	The State accepts vendor response.
B8.29	The Solution must support data exchange based on web services and Simple Object Access Protocol (SOAP).	M	Yes	Standard		
B8.30	The Solution must provide the ability to import from and export to EMR/EHR systems.	M	Yes	Standard	HL7 is the standard mechanism	
B8.31	The Solution must provide functionality to extract and send an immunization forecast to an external application.	M	Yes	Standard	Via HL7 today; a REST API is forthcoming.	
B8.32	The Solution must allow barcode scanning and recognition utilizing current 1-D and 2-D barcode standards.	M	No	N/A	Not currently available in Web application, but we have built support for barcodes into our Mobile solution.	AFIX reports take place of the CoCASA reporting. The State accepts vendor response.
B8.33	The Solution must provide Optical Character Recognition from scanned forms.	O	No	N/A		
B8.44	Solution must have the ability to import and export configurable Rat files.	M	No	N/A	Import, especially, requires significant business rules processing.	
B8.45	Solution must validate if a User wants to terminate the session prior to terminating the session due to time out or user decision.	M	Yes	Standard		
Vendor to provide interoperability specifics and record layout for the following:						
B8.34	Vaccine Tracking System (VTrckS) in accordance with EIS specifications	M	Yes	Standard	Currently support all standard file formats supported in EIS.	
B8.35	NH Medicaid Management Information System (MMIS)	M*	Yes	Custom	Format TBD. An allocation is provided in the quote based on requirements TBD.	
B8.36	New Hampshire Vital Records System	M			Format TBD. An allocation is provided in the quote based on requirements TBD.	
B8.37	New Hampshire Enterprise Data Warehouse	M	Yes	Custom	Format TBD. An allocation is provided in the quote based on requirements TBD.	
B8.38	Electronic Health Records Systems	M	Yes	Standard	HL7 is the standard mechanism	
B8.39	National Provider Identifier (NPI)	M	Yes	Custom	Format TBD. An allocation is provided in the quote based on requirements TBD.	
B8.40	New Hampshire Electronic Disease Surveillance System (NH EDSS)	M	Yes	Custom	Format TBD. An allocation is provided in the quote based on requirements TBD. HL7 is potential no-cost alternative.	

Contractor Initials: CJM
Date 05/15/2020

88.41	Various State IISs	M	Yes	Standard	Via HL7. We are currently the only IIS provider with a working interface utilizing the CDC HUB.	
88.42	New Hampshire Health Information Organization (NH HIO)	M	Yes	Standard	Via HL7	
88.43	Vaccine Adverse Event Reporting System (VAERS)	M	No	N/A	VAERS does not support an automated interface. Currently, the VAERS system prefers a manual web submission, but it also supports an uploaded fillable PDF. We have evaluated the potential of pre-filling this PDF format, but it is not a system standard and may be prone to errors. Currently, the adverse events handling in WebIZ links the user to the manual web forms.	The State accepts vendor response.
[redacted]						
89.1	The Solution must have ability to store report templates using past user-defined parameters or IIS-defined parameters.	M	No	N/A	Not currently available.	
89.2	The Solution must allow user to select from a list of predefined reports.	M	Yes	Standard		
89.3	The Solution must allow user to choose parameters for reports.	M	Yes	Standard		
89.4	The Solution must have ability to generate an ad hoc report based upon selected parameters.	M	Yes	Standard	We have several mechanisms to accomplish this, including the ability for a knowledgeable user to write custom queries that can be scheduled and viewed within the application.	
89.5	HThe Solution must have ability to display and/or aggregate data based on user role.	M	Yes	Standard		
89.6	The Solution must have ability to perform a statistical analysis on existing data.	M	No	N/A	Statistical tools are not built-in, but we provide an ad hoc extract that can easily be imported into a tool like SAS. Knowledgeable users can also write custom queries against the OLTP or Datamart databases.	
89.7	The Solution must have the ability to generate VFC accountability reports for managing VFC inventories and orders.	M	Yes	Standard		
89.8	The Solution must have the ability to generate a doses administered report that tracks at the dose number level in the vaccine series.	M	Yes	Standard		
89.9	The Solution must have the capability to determine active and inactive statuses on patients for reporting accuracy.	M	Yes	Standard		
89.10	The Solution must have the capability to generate a report describing the number of patients declining or refusing vaccinations.	M	Yes	Standard		
89.11	The Solution must provide users the ability to generate coverage reports on their patient population by age, vaccine series and vaccine type.	M	Yes	Standard		
89.12	The Solution must provide users the ability to generate coverage reports that display the number missed opportunities, the number late but up-to-date, and the number of invalid doses.	M	Yes	Standard	Via AFIX/RQIP standard reports	
89.13	The Solution must allow user to select data parameters for report generation.	M	Yes	Standard		
89.14	The Solution must allow user to select report output parameters.	M	No	N/A	Most reports have pre-set output options (PDF, Excel, CSV). The latter two can be filtered after extract.	The State accepts vendor response.
89.15	The Solution must allow user to choose a time that report will be generated.	M	No	N/A	Most reports are generated in real-time. Some reports are generated as a scheduled task off-hours (e.g., reminder/recall). Custom queries can be set to run on a schedule following standard cron settings.	The State accepts vendor response.
89.16	The Solution must have ability for System to determine if the report can be immediately generated or if it must be delayed based on size.	M	No	N/A	This is a desirable feature in our roadmap, but not currently planned or scheduled.	The State accepts vendor response.
89.17	The Solution must have ability to prompt user to confirm the generation of a report at a later time if required.	M	No	N/A		The State accepts vendor response.
89.18	The Solution must have ability to save, display, or print report.	M	Yes	Standard		
89.19	The Solution must have ability to produce reports in multiple formats.	M	Yes	Standard		

Contractor Initials: CJM
Date 05/15/2020

09.20	The Solution must allow System Administrator to hide System standard reports to business users.	M	Yes	Standard	Access to report categories (containing multiple reports) is set at the user level	
09.21	The Solution must allow System Administrator to modify System standard reports.	M	No	N/A		The State accepts vendor response.
09.22	The Solution must allow user to delete a user-defined report.	M	Yes	Standard	Applies to Query Manager	
09.23	The Solution must allow user to delete and/or modify data elements within a user-defined report.	M	Yes	Standard	Applies to Query Manager	
09.24	The Solution must have ability to generate user-defined or customizable reports based on configurable parameters.	M	Yes	Standard	09.22-24 enabled through a query manager, which requires SQL expertise.	
09.25	The Solution must allow user to return to and modify report criteria.	M	Yes	Standard		
09.26	The Solution must have ability to verify that the report is in the correct format.	M			Requirement unclear	
09.27	The Solution must have ability to send report by email.	M	No	N/A	Can be sent as attachment in external email system	The State accepts vendor response.
09.28	The Solution must have ability to export data in selected file formats, including PDF and CSV.	M	Yes	Standard	Excel (XLSX) format is becoming standard	
09.29	The Solution must have ability to export data that is interoperable with statistical analysis Software.	M	Yes	Standard		
09.30	The Solution must have the ability to create error file reports.	M			Requirement unclear	
09.31	The Solution must exclude all records with an inactive status from coverage reports	M	Yes	Standard		
09.32	The Solution must have the ability to generate CoCASA reports.	M	No	N/A	AFIX reporting capabilities have replaced the need for CoCASA	The State accepts vendor response.
09.33	The Solution must have the ability to export files that can be imported into CoCASA.	M	Yes	Standard		
09.34	The Solution must have the ability to generate patient lists, including randomized patient lists, for AFIX methodologies.	M	No	N/A	All standard AFIX/IQIP reports are supported, but not randomized lists.	The State accepts vendor response.
09.35	The Solution must have the ability to capture information about AFIX feedback results, site visit summaries, etc.	M	No	N/A	we do not currently track AFIX feedback information or site visit summaries.	The State accepts vendor response.
09.36	The Solution must have the ability to generate a listing of AFIX feedbacks by jurisdiction (including: Pin, Clinic Name, Assess Date, Staff)	M	No	N/A	we do not currently track AFIX feedback information.	The State accepts vendor response.
09.37	The Solution must have the ability generate AFIX reports based on jurisdictions.	M	No	N/A	Meaning of "jurisdiction" is not clear.	The State accepts vendor response.

Contractor Initials: CJM
Date: 05/15/2020

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State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
[redacted]						
A1.1	The Solution must have ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Current industry standard protocol for access to data in immunization information systems is HL7. Preferred version is 2.5.1 v1.3, and is fully supported. Most recently deprecated version is 2.3.1, and fully supported, but with fewer features than 2.5.1. Emerging standard is FHIR, which is prototyped and may be in production by year-end 2020 (standardization issues pending).	
A1.2	The Solution must have data available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	Database is SQL Server Enterprise Edition version 2016 or later. All data structures are documented in data dictionaries provided to clients.	
A1.3	Solution must include web-based graphical user interface (GUI) technologies.	M	Yes	Standard	Historically, WebIZ was built using ASP.Net with the Web Forms development pattern. More recently, new development has transitioned the MVC pattern. Both patterns utilize Bootstrap for consistent styling, but the MVC component has a more modern look.	
A1.4	The Solution's Web-based interface must be compatible and in conformance with the following W3C standard: HTML5, CSS 2.1, XML 1.1	M	No	N/A	WebIZ supports all modern browsers	The State accepts vendor response.
A1.5	Solution must provide a user interface to allow for centralized rapid data entry of manually keyed information and scanned barcodes by multiple concurrent State users.	M	No	N/A	The solution contains a module intended for rapid entry of relevant data by jurisdiction staff, but it will need to be vetted by the State to determine suitability. Currently, no bar code scanning is incorporated into the web solution, but could be added (to date, other customers have not been able to agree on needed functionality). Bar code scanning is incorporated into our Mobile solution, but it represents a different modality from rapid data entry.	The State accepts vendor response.
A1.6	Vendor must maintain the data entry user interface with goal to maintain ease of use and timeliness of the interface as well as to reduce the number of screens and interactions necessary to complete tasks.	M	Yes	Standard		
A1.7	Solution must run on all currently manufacturer supported versions of Windows and OSX operating systems via web interface.	M	Yes	Standard		
A1.8	Vendor must maintain Solution's Web-based interface to keep it compatible with current versions of most commonly used browser software, such as Internet Explorer, Microsoft Edge, Safari, Google Chrome, and Mozilla Firefox.	M	Yes	Standard	Chrome is Envisions reference platform, but IE, Edge, Firefox and Safari are tested regularly.	
A1.9	The Solution's Web-based interface must support Android, iOS and Windows-based wireless handheld devices for field or clinic input.	O	No	N/A	Parts of the solution have been modified to include responsive behavior, but many remaining parts of the application expect a wide-screen, data intensive layout, and are not responsive. All screens should be accessible via mobile devices, but user experiences may not be optimized for activities requiring more data presentation. Note that a Mobile version designed for iOS tablets is available, but is intended for remote, disconnected use such as home clinics.	The State accepts vendor response.
[redacted]						
A2.1	The Solution must support Single Sign-On user Access Control.	M	No	Future	We are currently under contract to deliver an LDAP authentication extension to the system, but it would only apply to those users managed under the organization's AD. This may or may not address the State's requirements.	The State accepts vendor response.
A2.2	The Solution must 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	No	N/A	Requirement unclear.	The vendor is authenticating users and limiting their access based on role. Communicating in-between servers, etc. is being followed through best practices. The State accepts vendor response.

Contractor Initials: CJM
Date: 05/15/2020

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
A2.3	The Solution must verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Permissions are granted by user, role, module and specific security function.	
A2.4	The Solution must enforce unique user names.	M	Yes	Standard		
A2.5	The Solution must enforce complex passwords for Administrator Accounts in accordance with DoIT's Statewide User Account and Password Policy	M	Yes	Standard	Complex passwords are enforced globally if required.	
A2.6	The Solution must enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard		
A2.7	The Solution must encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Using SHA512	
A2.8	The Solution must establish ability to expire passwords after a definite period of time in accordance with DoIT's Statewide User Account and Password Policy.	M	Yes	Standard		
A2.9	The Solution must provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	User administration is a specific function, generally limited to program staff.	
A2.10	The Solution must establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard		
A2.11	The Solution must not store authentication credentials or sensitive data in its code.	M	Yes	Standard	Credentials and similar sensitive data have recently been moved to an encrypted database table, and soon will move to the Azure Key Vault service.	
A2.12	The Solution must log all attempted accesses that fail identification, authentication and authorization requirements.	M	Yes	Standard		
A2.13	The Solution must log all activities to a central server to prevent parties to applications transactions from denying that they have taken place.	M	Yes	Standard		
A2.14	All logs for the Solution must be kept for 12 months.	M	Yes	Standard	Logs are generally archived after 90 days for performance reasons, but the archived records are available online in real-time. Permanent deletion policy is site-dependent.	
A2.15	All history tables for the Solution must be kept for <?>	M	Yes	Standard	History tables are typically kept indefinitely	
A2.16	The Solution must monitor for out of ordinary activity.	P	No	N/A	Requirement unclear.	After further discussion with the vendor, the State accepts the monitoring provided by the vendor.
A2.17	The Solution must allow a human user to explicitly terminate a session. No remnants (e.g. cookies, cache, etc.) of the prior session should then remain.	M	No	N/A	After session termination, some cookies may remain	Remaining cookies- Authenticated user what user they are, as well as other examples can be provided. More of a clean up if they explicitly terminate session. Less if they close the screen. Envision: All cookies are encrypted. The State accepts this response.
A2.18	The Solution must validate if a User wants to terminate the session prior to terminating the session due to time out or user decision.	M	Yes	Standard	A warning is issued prior to the standard timeout period expiration	
A2.19	Vendor must provide a Security Strategy describing Vendor's approach to managing information security data for the Solution. This security strategy will ensure that Solution and Data are secured according to HIPAA Security Rule, Federal Information Processing, Industry, and New Hampshire standards. Strategy must address Vendor's approach to accountability, risk management, legal and best practice compliance, and technical security. State review and approval is required for all enhancements and changes.	M	No	N/A	We bid a COTS software, and we are unable to comply with State review and approval for all enhancements and changes beyond normal UAT.	Every different state supported would be difficult to ensure each state does approvals before enhancements and changes. Concern over approval loop of new releases. DOIT- This is primarily for custom work. Envision- Tries to build for the common good as priority. Focus on OTS solutions. State can join and approve any areas that apply to the state in the UAT environment. State can turn off and on. State also invited to exploratory sessions. The State accepts this response.
A2.20	Vendor must develop a Security Plan encompassing the tasks of workforce, incidents reporting, and technical security of information assets throughout lifecycle (creation to destruction). State review and approval is required for all enhancements and changes.	M	No	N/A	Vendor is COTS software, and we are unable to comply with State review and approval for all enhancements and changes beyond normal UAT.	Same as above. The State accepts this response.
A2.21	Vendor must provide a detailed Physical Security Design for Contractor controlled hosting facility. Physical Security Design must address narrative description of environmental security including perimeter security and entry controls, alarms, and monitoring. State review and approval is required for all enhancements or changes.	M	No	N/A	Physical security is governed by Microsoft's Azure Government data center policy	Vendor has provided security documentation, the State may request a tour of an Azure Security facility. The State accepts this response.

Contractor Initials: CJM
Date: 05/15/2020

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
A2.72	Vendor must develop a detailed Logical Security Design for IIS webserver and network systems. Logical Security Design must address narrative description of logical security controls including application security, intrusion management, host hardening, anti-virus, remote access, Encryption, monitoring, and reporting. State review and approval is required	M	Yes	Standard		
A2.73	Vendor must implement and document all procedures and features described in the Physical and Logical Security Plans security configurations.	M	Yes	Standard	Note that Evolution controls the logical security design and can provide a plan, but the physical security design is Microsoft's responsibility in Azure Govt, and is a closely guarded secret.	
A2.74	All Software and Hardware must be free of malicious code.	M	Yes	Standard		
A2.75	Solution must not validate nor require an email for user accounts.	M	Yes	Standard	Email may be required for certain functionality, such as self-service registration.	
A2.76	Vendor must not use Software and System Services for anything other than they are designed for.	M	Yes	Standard		
A2.77	The Solution Data must be protected from unauthorized use when at rest	M	Yes	Standard	Database is encrypted at rest via SQL Server Transparent Data Encryption, using AES 256 cipher. This covers Data, Log, and Backup files	
A2.78	The Solution must keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard		
A2.79	Subsequent enhancements or upgrades to the Solution must not remove or degrade security requirements.	M	Yes	Standard		
A2.80	Vendor must utilize change management documentation and procedures	M	Yes	Standard	Source control and change orders managed through Microsoft Team Foundation Services.	

Contractor Initials: CJM
Date: 05/15/2020

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Attachment: Project Requirements

State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
[illegible]						
T1.1	All components of the solution must be reviewed and tested to ensure they protect the State's web site and its related Data.	M	Yes	Standard	Penetration tests of the private application are conducted by a third party annually. If desired, a portion of the State's specific vendor in the hosted environment can be conducted prior to go-live.	
T1.2	The Vendor must be responsible for providing documentation of security testing, as appropriate. Tests must focus on the technical, administrative and physical security controls that have been designed into the System Architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard		
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supply a detailing information about those persons attempting to log onto a system or application for security purposes and the validation of users.	M	No	N/A	Requirement written.	Vendor maintains logs of all log in attempts.
T1.4	Test for Active Content; supports the management of permissions for logging into Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a designated format from required tools.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.6	Test the Intrusion Detection; supports the detection of intrusion into Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.7	Test the Verification Testing; supports the confirmation of authority to enter a Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.8	Test the User Management Testing; supports the administration of Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within Solution.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Yes	Standard	These specifics tests can be conducted by the State during UAT.	
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application must be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project))	M	Yes	Standard	Verified during annual penetration testing, at a minimum.	
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes	Standard		
T1.14	Prior to the System being moved into production, the Vendor must provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard		
T1.15	Vendor must provide documented procedures for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	No	N/A	This activity is Customer responsibility.	Vendor is responsible for migrating from UAT testing to Production.
[illegible]						
T2.1	The Vendor must use the Software and the system using an Industry Standard and have approved testing methodology as more fully described in Section G-2 of RFP.	M	Yes	Standard		
T2.2	The Vendor must perform application stress testing and tuning as more fully described in Section G-2 of RFP.	M	Yes	Standard		
T2.3	The Vendor must provide documented procedures for how to sync Production with a specific testing environment.	M	Yes	Standard		
T2.4	The Vendor must define and test disaster recovery procedures.	M	Yes	Standard		
T2.5	The Vendor must provide the State Project Staff with, or assist in development of appropriate test scripts for the Solution.	M	Yes	Standard		

Contractor Initials CJM
Date 05/15/2020

State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
[redacted]						
H1.1	Vendor must provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3)Concurrently maintainable site infrastructure with expected availability of 99.982%	M	Yes	Standard	All hosting will be conducted in Microsoft's Azure Government Cloud (see https://docs.microsoft.com/en-us/azure/security/security-microsoft-trust-center)	
H1.2	Vendor must maintain a secure hosting environment providing all necessary hardware, software, and internet bandwidth to manage the application and support multiple concurrent users with permission based logins.	M	Yes	Standard	All hosting will be conducted in Microsoft's Azure Government Cloud (see https://docs.microsoft.com/en-us/azure/security/security-microsoft-trust-center)	
H1.3	The Data Center must be physically secured - restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access must only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	All hosting will be conducted in Microsoft's Azure Government Cloud (see https://docs.microsoft.com/en-us/azure/security/security-microsoft-trust-center)	
H1.4	Vendor must install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard		
H1.5	Vendor must monitor System, security, and application logs.	M	Yes	Standard		
H1.6	Vendor must manage the sharing of data resources.	M	Yes	Standard		
H1.7	Vendor must manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard		
H1.8	The Vendor must monitor physical and virtual Hardware.	M	Yes	Standard	Note: No monitoring of physical hardware is permitted in the hosting environment.	
H1.9	The Vendor must ensure all Documentation, application configuration, and development resources associated with the Solution are stored in the State's Configuration Management Database.	M	No	N/A	Inconsistent with requirement for a hosted COTS solution	DoIT accepts. Can obtain directly from the Azure website.
H1.10	The Vendor must report any breach in security in conformance with State of NH RSA 359-C:20 and HIPAA 45 CFR §§ 164.400-414. Any person engaged in trade or commerce that is subject to RSA 358-A:3-I must also notify the regulator which has primary regulatory authority over such trade or commerce. All other persons must notify the New Hampshire attorney general's office.	M	Yes	Standard	Evolution's normal process for handling all notifications is to alert the Immunization program, and follow recommended next steps at the time.	
H1.11	The Vendor must immediately report any significant performance issues or Breach of Security to the State of New Hampshire Immunization Program Director via telephone or Email.	M	Yes	Standard		
H1.12	The Vendor must operate hosting services on a network offering adequate performance to meet the current and any future business requirements for the State application.	M	Yes	Standard		
H1.13	Vendor's hosted Solution must provide ability to retain online, real-time lifetime data access all demographic records without negative impact to performance.	M	Yes	Standard	Most logs are archived on an agreed-upon schedule, but archives are available in real-time online.	
H1.14	Vendor's hosted Solution must provide ability for all users to access the system without negative impact to performance.	M	Yes	Standard	Provisioning of virtual servers will be determined by anticipated system load, and can be adjusted if needed.	
H1.15	Vendor's hosted Solution must provide ability to support any needed amount of Immunization records without negative impact to performance.	M	Yes	Standard	Provisioning of virtual servers will be determined by anticipated system load, and can be adjusted if needed.	
H1.16	Vendor must manage the databases and services on all servers hosting the Solution.	M	Yes	Standard		
[redacted]						
H2.1	Vendor must provide documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems must be architected to meet the defined recovery needs.	M	Yes	Standard	Note: DR requirements are typically decided during IAD sessions based on site requirements. Some cost savings may be available if RTO requirements are relaxed.	

Contractor Initials: CJM
Date: 03/13/2020

H2.3	Vendor must provide and adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	Envisions also utilizes Azure SQL backups, which intelligently creates incremental and full backups based on data changes and passage of time.	
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or system failure.	M	Yes	Standard		
H2.5	Scheduled backups of entire Solution must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard		
H2.6	Back-up media must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No	Custom	Standard practice is locally redundant storage (i.e. on different storage units in same data center). At added cost, these can be made geo-redundant.	Same as H1.9.
H2.7	Data recovery - In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor must employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	Full and Log backups are taken regularly using Azure Managed Backup and shipped to Azure Blob Storage.	
H3.1	The Vendor must employ security measures that ensure that the State's application and data is protected.	M	Yes	Standard		
H3.2	All Data exchanges must be encrypted.	M	Yes	Standard	HTTPS protocol with minimum TLS 1.0	
H3.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-malware and anti-hacker utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.	M	Yes	Standard		
H3.4	All components of the infrastructure must be reviewed and tested to ensure they protect the State's Hardware, Software, and data. Tests must focus on the technical, administrative and physical security controls.	M	Yes	Standard		
H3.5	The Vendor must ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.	M	Yes	Standard	It is common to arrange application pen tests in collaboration with Microsoft.	
H3.6	The Vendor must authorize the State to perform scheduled and random audits, including security and vulnerability assessments, of the Vendor hosting infrastructure and/or the application upon request.	M	No	N/A	It is common to arrange application pen tests in collaboration with Microsoft. However, access to the hosting infrastructure is highly restricted and generally not granted by Microsoft.	
H3.7	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs must include System, Application, Web and Database logs.	M	Yes	Standard		
H3.8	Operating Systems (OS) and Databases (DB) must be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard		
H3.9	The Vendor must notify the State's Project Manager of any security breaches within two (2) hours of the time that the Vendor learns of their occurrence.	M	Yes	Standard		
H3.10	The Vendor must be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.	M	No	N/A	Envisions ability to cover costs associated with a breach are limited to the extent that we can insure against. Our coverage is limited to $5M per occurrence. Any additional insurance coverage required beyond that amount will need to be paid for by New Hampshire.	Reference the Exhibit P- DHHS Information Security Requirements
H4.1	The Vendor's System support and maintenance must commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard		
H4.2	The Vendor must maintain the Hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes.	M	Yes	Standard	Note that the hardware in the Microsoft Government Cloud server environment is not under Envisions control.	
H4.3	The Vendor must repair or replace the Hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	Note that the hardware in the Microsoft Government Cloud server environment is not under Envisions control. We have, however, migrated to newer hosts as needed.	

Contractor Initials: GJM
Date: 05/15/2020

H4.4	All Hardware and Software components of the Vendor hosting infrastructure must be fully supported by their respective manufacturers at all times. All approved critical patches for operating systems, databases, web services, etc., must be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard		
H4.5	The State must have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 7:30am to 5:00pm Monday through Friday EST for non-critical deficiencies;	M	No	N/A	Our Denver-based support desk operates from 7:00am to 5:00pm MST Monday -Friday for non-critical issues, and critical issues are monitored Sunday through Saturday 7am - 5:00pm MST.	The State accepts this response.
	The State must have unlimited 24/7/365 access, via phone or Email, to the Vendor technical support staff when concerning critical deficiencies and system uptime.		No	N/A	Our Denver-based support desk operates from 7:00am to 5:00pm MST Monday -Friday for non-critical issues, and critical issues are monitored Sunday through Saturday 7am - 5:00pm MST.	The State accepts this response.
H4.6	The Vendor response time for support must conform to the specific deficiency class as described below or as agreed to by the parties: • 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. • 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. • 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	No	Custom	See tab 1 for Envision standard SLA terms	The State accepts this response.
H4.7	As part of the maintenance agreement, ongoing support issues must be responded to according to the following: a. Class A Deficiencies - The Vendor must have available to the State on-call telephone assistance, with live testing available to the State, twenty-four (24) hours a day, seven (7) days of the week with an email / telephone response within one (1) hour of request; or the Vendor must provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies - The State must notify the Vendor of such Deficiencies during regular business hours and the Vendor must respond back within four (4) hours of notification of planned corrective action; The Vendor must repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	No	Custom	See tab 1 for Envision standard SLA terms	The State accepts this response.
H4.8	The hosting server for the State must be available as defined by uptime requirements, except for during scheduled maintenance.	M	Yes	Standard	The Azure customer SLA for all services is 99.5%, and Envision matches that.	
H4.9	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades must be applied.	M	Yes	Standard	Typically this is coordinated with monthly application patches, but our redundant hosting architecture allows us to incrementally patch as well.	
H4.10	a) The Vendor is unable to meet the uptime requirement, The Vendor must credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	No	Standard	Envision will refund any monies credited to us by Microsoft for any New Hampshire Azure outages from Microsoft Azure Government Cloud services .	State has provided additional information in Exhibit B Price and Payment Schedule.
H4.11	The Vendor must provide documentation and utilize a change management policy for notification and tracking of change requests as well as outages.	M	Yes	Standard		
H4.12	An outage will be designated when a business function cannot be met by a non-performing application and there is no work around to the problem.	M	No	Custom	See tab 1 for Envision standard SLA terms	The State accepts this response.

Contractor Initials: CJM
Date: 03/15/2020

H4.12	The Vendor must maintain a record of the activities related to Hardware and Software activities performed that affect the Solution and must report Monthly on the following: Server up-time; All change requests implemented, including operating system patches; All outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	[illegible]	
H4.14	The Vendor will give two-business days prior notification to the State Project Staff of all critical changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard		
H4.15	The Vendor will give a 30 days prior notification to the State Project Staff of all non-critical changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	Training on new features may come in the form of documentation, live webinar, and/or video content.	

Contractor Initials: CJM
Date: 05/15/2020

SUPPORT & MAINTENANCE REQUIREMENTS						
State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
S1.1	The Vendor's System support and maintenance must commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M				
S1.2	Vendor must maintain the Hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes	Standard		
S1.3	Vendor must repair Software, or any portion thereof, so that the Solution operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard		
S1.4	The State must have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 7:30am to 5:00pm Monday through Friday CST for non-critical deficiencies;	M	No	N/A	Our Denver-based support desk operates from 7:00am to 5:00pm MST Monday -Friday for non-critical issues, and critical issues are monitored Sunday through Saturday 7am - 5:00pm MST.	The State accepts this response.
S1.5	The State must have unlimited 24/7/365 access, via phone or Email, to the Vendor technical support staff when concerning critical deficiencies and outages.	M	No	N/A	Our Denver-based support desk operates from 7:00am to 5:00pm MST Monday -Friday for non-critical issues, and critical issues are monitored Sunday through Saturday 7am - 5:00pm MST.	The State accepts this response.
S1.6	The Vendor response time for support must conform to the specific deficiency class as described below or as agreed to by the parties: • 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. • 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. • 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			See tab 7 for Evolution standard SLA terms	
S1.7	The Vendor must make available to the State for review and use the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard		
S1.8	For all maintenance Services calls, the Vendor must 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) Reported by, 7) Identifying number i.e. work order number, 8) Issue Identified by, 9) Approved by State status, 10) Approved by, 11) Completion Due Date;	P	Yes	Standard	We will track all issues/requests through resolution in SysAid. This includes: category, status, TFS ID, TFS Status, release. All other information may be captured within notes, but no specific fields exist to track the other items.	

Contractor Initials: CJM
Date: 05/15/2020

Attachment 1: Project Requirements

Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
S1.9	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	we typically provide the root cause for any large-scale issues, but not mean time between reported bugs.	
S1.10	As part of the maintenance agreement, ongoing support issues must be responded to according to the following: a. Class A Deficiencies - The Vendor must have available to the State on-call telephone assistance, with issue tracking available to the State, twenty-four (24) hours a day, seven (7) days of the week with an email / telephone response within one (1) hour of request; or the Vendor must provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies –The State must notify the Vendor of such Deficiencies during regular business hours and the Vendor must respond back within four (4) hours of notification of planned corrective action; The Vendor must repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;	M	No	N/A	See SLA Ts & Cs	The State accepts this response.
S1.11	The hosting server for the State must be available as defined by uptime requirements, except for during scheduled maintenance.	M	Yes	Standard		
S1.12	An outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard		
S1.13	The Vendor must maintain a record of the activities related to Hardware and Software activities performed that affect the Solution and must report Monthly on the following: Server up-time; All change requests implemented, including operating system patches; All outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	We provide monthly Azure status reports to all clients, including uptime metrics	
S1.14	In the development or maintenance of any code, the Vendor must ensure that the Software is independently verified and validated using a methodology determined appropriate by the State.	M	No	N/A	Webiz is COTS software	State and vendor discussed development methodology and testing. State accepts the Vendor methodologies.
S1.15	The Vendor must partner with the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard		
S1.16	A regularly scheduled maintenance window must be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades must be applied.	M	No	N/A	Division prefers having some flexibility to schedule convenient times with clients for potential downtime in their systems	Vendor will provide one week notification and approval. State accepts this response.
S1.17	The Vendor must give two-business days prior notification to the State Project Staff of all critical changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard		
S1.18	The Vendor must give a 30 days prior notification to the State Project Staff of all non-critical changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard		
S1.19	All Hardware and Software components of the Vendor hosting infrastructure must be fully supported by their respective manufacturers at all times. All approved critical patches for operating systems, databases, web services, etc. must be applied within thirty (30) days of release by their respective manufacturers.	M	Yes	Standard		
S1.20	The Vendor must provide a method of uploading and downloading files to the State's FTP site, as applicable.	M	Yes	Standard	Need specification for file types to be transferred and why.	

Contractor Initials: CJM
Date: 05/15/2020

Attachment 1: Project Requirements

PROJECT MANAGEMENT						
State Requirements			Vendor			State and Vendor
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments	State and Vendor Agreed upon Comments
[illegible]						
P1.1	Vendor must participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard		
P1.2	Vendor must provide Project Staff as specified in the RFP.	M	Yes	Standard	Vendor reserves the right to augment and/or substitute staff with Customer approval.	
P1.3	Vendor must submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan must include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan must be updated no less than every two weeks.	M	No	Standard	A draft version of the work plan has been provided with this response. A finalized work plan will be provided 10 days after the initial kickoff meeting is held and will be updated weekly until the new system is deployed. At the point the IT is implemented, the frequency of work plan updates will diminish to a mutually agreed to delivery frequency (bi-weekly or monthly as needed).	The State accepts vendor response.
P1.4	Vendor must provide detailed weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	No	Standard	Vendor will provide detailed weekly status reports on the progress of the project but the expenses incurred to date will be tracked in the work plan.	The State accepts vendor response.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation and must be provided to the State in Word or PDF formats.	M	Yes	Standard	In addition, documents may be provided in original application file formats (e.g., Excel, Project, Visio, Powerpoint, etc.)	

Contractor Initials: CJM
Date: 05/15/2020

Service Level Agreement

Severity	Definition
Critical Respond within 1 hour	Total System failure Major component is not working Mission critical impact to business function
High Respond within 4 hours	Associated function not working with no workaround available Moderate to severe impact to business function
Medium Respond within 48 hours	System / functional error that can be bypassed System / functional errors that occur outside normal routine Low to moderate impact to business function
Low Respond within 72 hours	Suggestions (future enhancements) Possible design problem Questions Low impact to business function/workaround exists

Contractor Initials: CJM
Date: 05/15/2020