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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC STABILITY

Lori A. Weaver
Commissioner

Karen E. Hebert
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 3, 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 Economic Stability, to enter into a **Sole Source** contract with StraighterLine, Inc. (VC#501452), Arlington, VA, in the amount of \$141,180, to provide a professional development and health and safety learning management system to New Hampshire-based licensed and licensed-exempt early childhood and out-of-school time child care providers, with the option to renew for up to four (4) additional years, effective July 1, 2025, upon Governor and Council approval through June 30, 2027. 100% Federal Funds.

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

05-95-45-451110-23360000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: DIV ECONOMIC STABILITY, CHILD DEVELOPMENT, CHILD CARE DVLP-QUALITY ASSURE

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	074-500589	Welfare Assistance	TBD	\$68,280
2027	074-500589	Welfare Assistance	TBD	\$72,900
			Total	\$141,180

EXPLANATION

The federal Child Development Block Grant Act of 2014 requires the Department to provide child care health and safety requirements training to child care providers. This request is **Sole Source** because the Contractor holds the proprietary licensing rights for the ProSolutions Learning Management System, which hosts a suite of proprietary online training courses for child care providers developed and customized by the Department and ProSolutions to meet federal regulatory requirements established by the United States Department of Health and Human Services, Administration for Children, Youth and Families, as well as Early Learning standards.

The course content is integrated within both the Contractor's platform and the NH Connections Information System, which is the Department's childcare information system used by childcare providers, the Department's Child Care Licensing Unit, and the Bureau of Child Development and Head Start Collaboration to track and record data, including childcare providers' professional development activities.

The purpose of this request is to provide federally required health and safety trainings at no or low cost to New Hampshire-based licensed and licensed-exempt early childhood and out-of-school time childcare providers. The Contractor's LMS is accredited by the International Accreditors for Continuing Education and Training. As an accredited provider, the Contractor is authorized to issue Continuing Education Units that demonstrate the successful professional development of early childhood and out-of-school time providers.

Since the LMS was deployed in 2017, more than 27,496 New Hampshire-based childcare providers have completed the health and safety training package, and 309,268 individual trainings have been completed. The Department expects to serve more than 6,000 New Hampshire-based childcare providers in State Fiscal Years 2026 and 2027 by offering more than 45 interactive, self-paced web-based trainings.

The Department will monitor services through data collection and usage reports.

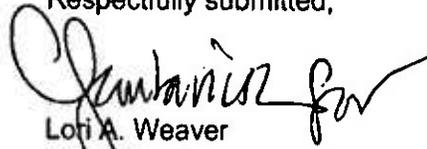
As referenced in Exhibit A, of the attached agreement, the parties have the option to extend the agreement for up four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, thousands of childcare providers in the state will not have the opportunity of professional development that will strengthen the quality of childcare services, which families rely on for their children. The Department will also not be compliant with the Child Development Block Grant Act of 2014 requiring the agency to provide childcare health and safety requirements training.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number #93.575, FAIN #2501NHCCDD.

Respectfully submitted,



Loti A. Weaver
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY**

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



Denis Goulet, *Commissioner*

June 6, 2025

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with StraighterLine, Inc., as described below and referenced as DoIT No. 2025-083.

The purpose of this request is to provide professional development and health and safety learning management system to New Hampshire-based licensed and licensed-exempt early childhood and out-of-school time childcare providers.

The Total Price Limitation shall be \$141,180, effective July 1, 2025, upon Governor and Council approval through June 30, 2027.

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

Sincerely,

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

Denis Goulet

DG/jd
DoIT #2025-083

cc: Ken Gagne, IT Manager, DoIT



STATE OF NEW HAMPSHIRE

Department of Health and Human Services

Division of Economic Stability

**Bureau of Child Development &
Head Start Collaboration**

**WEB-BASED LEARNING FOR
EARLY CHILDHOOD AND
OUT-OF-SCHOOL TIME PROVIDERS**

SS-2026-DES-03-WEBBA-01

DoIT #2025-083

**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2026-DES-03-WEBBA-01; DoIT #2025-083
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P37 GENERAL PROVISIONS**

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

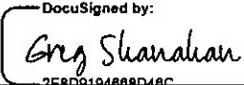
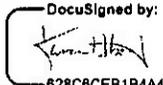
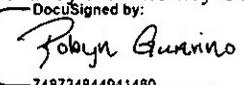
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street, Concord, NH 03301-6505	
1.3 Contractor Name StraighterLine, Inc.		1.4 Contractor Address 50 N. Glebe Road, Suite 950, Arlington, VA, 22203	
1.5 Contractor Phone Number 207-791-3117	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$141,180
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number 1-603-271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 6/2/2025		1.12 Name and Title of Contractor Signatory Greg Shanahan CFO	
1.13 State Agency Signature DocuSigned by:  Date: 6/2/2025		1.14 Name and Title of State Agency Signatory Karen Hebert Division Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) DocuSigned by: Robyn Guarino By:  Attorney On: 6/2/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2026-DES-03-WEBBA-01; DoIT #2025-083**

**Web-based Learning for Early Childhood and Out-of-School Time Providers
P37 GENERAL PROVISIONS**

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no

event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

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

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2026-DES-03-WEBBA-01; DoIT #2025-083
Web-based Learning for Early Childhood and Out-of-School Time Providers
EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS

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

- 1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:
 - 3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on July 1, 2025, upon Governor and Council approval ("Effective Date").
- 1.2. Provision 3, Effective Date/Completion of Services, is updated with the following addition:
 - 3.3 The Term may be extended up to four (4) additional years, ("Extended Term") at the sole option of the State, subject to the parties prior written Agreement on applicable fees for each extended Term, subject to approval of the Governor and Executive Council.
- 1.3. **Provision 9, Termination, Subparagraph 9.2 is deleted and replaced and Subparagraphs 9.3, 9.4, and 9.5 are added as follows:**

9. TERMINATION

9.2 In the event of the termination pursuant to Subparagraph 9.1, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. The State will pay for cost of all Services and Deliverables for which Acceptance has been given by the State, provided through the date of termination but will not be liable for any costs for incomplete Services or winding down the Contract activities. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

9.3 Termination Procedure

- 9.3.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.
- 9.3.2 After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:
 - a. Stop work under the Contract on the date, and to the extent specified, in the notice;
 - b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

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- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
 - d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
 - e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
 - f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
 - g. Provide written Certification to the State that Contractor has surrendered to the State all said property.
- 9.4 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").
- 9.5 This covenant in paragraph 9 shall survive the termination of this Contract.
- 1.4. Provision 10, Property Ownership/Disclosure, Sections 10.2 and 10.3 are deleted and replaced with the following:**
- 10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason. The data must be returned to the State in a manner and format agreeable to the State.
 - 10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law, and Exhibit E: DHHS Information Security Requirements. Disclosure requires prior written approval of the State.
- 1.5. Provision 10, Property Ownership/Disclosure, is updated with the following addition:**
- 10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
 - 10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:
 - 10.5.1 Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

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- 10.5.2 Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party;
 - 10.5.3 Is disclosed with the written consent of the disclosing Party's Privacy Officer or designee.
 - 10.5.4 Is disclosed with the written consent of the disclosing Party.
 - 10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and 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.
 - 10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.
 - 10.8 This covenant in paragraph 10 shall survive the termination of this Contract.
- 1.6. Provision 12, Assignment/Delegation/Subcontracts, is updated with the following additions:**
- 12.5 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor must have written agreements with all subcontractors, specifying the work to be performed. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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

12.6.1 Continuing under the Agreement with Contractor, its successors or assigns for the full remaining Term of the Agreement or for such period of time as determined necessary by the State; or

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

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

27. FORCE MAJEURE

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

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

28. EXHIBITS/ATTACHMENTS

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

29. NON-EXCLUSIVE CONTRACT

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

30. GOVERNMENT APPROVALS

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

31. ORDER OF PRECEDENCE

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

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. Additional Contractor Provided Documents, if applicable.

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The Contractor will provide ProSolutions Trainings, a proprietary licensed web-based professional development and health and safety learning management system to the State for training for New Hampshire-based licensed and licensed-exempt early childhood and out-of-school time child care providers.

1. STATEMENT OF WORK

1.1. The Contractor must host a web-based professional development and health and safety learning management system (LMS), a software application that is designed specifically to create, distribute, and manage the delivery of educational content, specified below and must ensure the courses are available to New Hampshire-based licensed and licensed-exempt early childhood and out-of-school time child care providers as defined in Section 1.3. Courses must include:

- 1.1.1. New Hampshire Health and Safety 10 Courses/9 hours.
- 1.1.2. Childhood Lead Poisoning in New Hampshire: How to Keep Children Lead-Safe.
- 1.1.3. Taking Care of Business: An Administrator's Overview.
- 1.1.4. Leading with Heart: How to Build Effective Teams.
- 1.1.5. An Administrator's Overview of Assessment in Early Care and Education.
- 1.1.6. Best Practices and Guidelines for Reflective Supervision.
- 1.1.7. The Center Director as Advocate for Families and Staff.
- 1.1.8. Creating a Business Plan for Family Child Care.
- 1.1.9. Budgeting and Financial Planning for Your Family Child Care Program.
- 1.1.10. Mixed Age Groups: Safety, Supervision, and Design of Your Family Child Care Program.
- 1.1.11. Creating an Inclusive Family Child Care Environment.
- 1.1.12. Understanding Child Development: Erikson's Stages of Emotional Development for Family Child Care.
- 1.1.13. Understanding Child Development: Maslow's Theory of Human Needs for Family Child Care.
- 1.1.14. The Daily Schedule for Family Child Care.
- 1.1.15. Purposeful Play in Family Child Care.
- 1.1.16. Getting Families Engaged in Your Family Child Care Program.
- 1.1.17. Quality Initiatives: Pathways to Best Practices in Family Child Care.
- 1.1.18. Mindful Relationships: Looking Beneath the Surface.
- 1.1.19. Utilizing Adult Learning Theory to Cultivate Positive Coaching Relationships.
- 1.1.20. Tender Topics: Handling Trauma with Children and Youth.

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- 1.1.21. The Mindful Classroom.
- 1.1.22. Toxic Stress in Young Children.
- 1.1.23. Hiring and Retaining Good Staff.
- 1.1.24. Introduction to the Environment Rating Scale.
- 1.1.25. ERS Readiness Module 1.
- 1.1.26. ERS Readiness Module 2.
- 1.1.27. ERS Readiness Module 3.
- 1.1.28. Benefits for Child Care Educators: Now is the Time.
- 1.1.29. Budgeting for Benefits.
- 1.1.30. How to Guide: Benefits.
- 1.1.31. How to Recruit & Retain Staff.
- 1.1.32. Introduction to EC and OST.
- 1.1.33. Kids and Tweens: Managing School Age Student Behavior.
- 1.1.34. Helping Hands: Social Emotional Support for School Age Children.
- 1.1.35. Room for All: Inclusion in School-Age Programs.
- 1.1.36. Movement and Menus: Physical Activity and Nutrition for School Age Children.
- 1.1.37. From the Ground Up: Structuring and Scheduling Your Aftercare Program.
- 1.1.38. Additional LMS courses in accordance with Sections 1.10. and 1.11. and as requested by the State, in accordance with the requirements and terms of this Contract.
- 1.2. The Contractor must ensure each authorized registrant signs a User Access Agreement and is assigned an LMS user account with the appropriate access permissions/role. Profile information collected during registration must include:
 - 1.2.1. First Name,
 - 1.2.2. Last Name,
 - 1.2.3. Address (street, city/town, state and zip code), and
 - 1.2.4. Professional Registry Unique user ID issued by the State's New Hampshire Connections Information System (NHCIS).
- 1.3. The Contractor will work collaboratively with the State to develop the LMS User Access Agreement. Prior to implementation, the User Agreement will be submitted to the State's Information Security team for final review and approval.
- 1.4. The Contract must ensure all courses on LMS are available at no cost to Student(s) as specified below:
 - 1.4.1. Early childhood education (ECE) providers, who work in child care, Head Start, and Early Head Start, who serve children between six (6) weeks through five (5) years.

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- 1.4.2. Out-of-school time (OST) providers who serve children between four (4) years and eight (8) months through twelve (12) years and are enrolled in elementary school grades kindergarten through fifth (5th) grade.
- 1.4.3. New Hampshire-based licensed child care and afterschool providers as defined in He-C 4002 NH Child Care Program Licensing Rules.
- 1.4.4. License-exempt facility-based programs is a and child care providers, defined in RSA 170- E:3, I (f) and (g). (u)
- 1.4.5. License-exempt in home providers, defined in RSA 170-E:3.
- 1.5. The Contractor must ensure course content on LMS is available in English and multiple languages or with translation/subtitling tools as applicable, and in Spanish when such courses are available to the State at no additional cost.
- 1.6. The Contractor must ensure courses on LMS are fully compatible with desktop devices and must utilize the most recent up to date web browsers and are user-friendly interface suitable for varying literacy levels.
- 1.7. The Contractor must ensure Compliance with WCAG 2.1 Level AA accessibility and: General Services Administration (GSA) Office of Government-wide Policy (OGP) Government-wide IT Accessibility Program, Section 508 (<https://www.section508.gov/>), including but not limited to making accommodations that include multi-modal presentations addressing multiple learning styles, self-paced instruction, untimed testing, audio and video with downloadable transcripts, and downloadable resource materials in .pdf format, including written transcripts of audio and video segments.
- 1.8. The Contractor must ensure LMS is available 24-hours a day, seven (7) days a week, except for web-site maintenance scheduled at a time approved in advance by the State.
- 1.9. The Contractor must ensure each Student is permitted to complete up to eight (8) hours of courses in one (1) 24-hour period.
- 1.10. The Contractor must, at the request of the State, and in response to emerging needs:
 - 1.10.1. Edit courses specified in Section 1.1.
 - 1.10.2. Develop and deploy new courses.
 - 1.10.3. Exchange courses specified in Section 1.1., with a course of equivalent value specified in Exhibit C, Payment Terms, Table 9.1.1.1., Course Pricing.
- 1.11. **Course Requirements**
 - 1.11.1. The Contractor must work collaboratively with the State to ensure all State approved LMS courses are provided in accordance with the requirements and terms of this Contract. The Contractor must ensure courses:
 - 1.11.1.1. Contain content that addresses:
 - 1.11.1.1.1. The federally mandated health and safety training requirements of the Child Development Block Grant reauthorization Act.

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- 1.11.1.1.2. Requirements for child care providers included in NH Administrative Rules for Child Care Program Licensing and License-exempt providers.
- 1.11.1.2. Contain learning application quizzes throughout the courses to help ensure that each participant understands course content and the Student is not able to move to the next section of the course until the correct answer is identified.
- 1.11.1.3. Include pre- and post- tests for each course that allow the Student(s) to reflect on their knowledge gained from taking the course, and to meet the requirements in Section. The Contractor must ensure:
 - 1.11.1.3.1. Pre-tests are not graded but are interactive to help Student(s) quickly assess their current knowledge of the topic and related skills.
 - 1.11.1.3.2. Post-tests are designed to assess mastery of the course content. Post-tests include closed-end questions as well as free-response questions to help the End Use Student(s) reflect on the knowledge gained and how that knowledge can be applied in the child care setting.
 - 1.11.1.3.3. Post-tests are scored and a passing grade of 80% allows the Student to progress to the course evaluation, and a failing grade provides the Student(s) with feedback on missed questions as well as next steps, such as retaking the test or a completing a mandatory review of course content.
 - 1.11.1.3.4. Post tests are scored and a grade below 80% allows Student(s) to have one more opportunity to retake the test. Should the Student(s) fail the second time, then the Student(s) must retake the course to unlock two additional, final test attempts.
- 1.11.1.4. Are interactive, skills-based, include an assessment of knowledge, and show overt alignment with Child Development Block Grant reauthorization Act requirements.
- 1.11.1.5. State a clear purpose and objective with active learning techniques that assess Student(s) knowledge and provide immediate feedback.
- 1.11.1.6. Include resources and references to direct further research by the Student(s).
- 1.11.1.7. Contain complete and understandable directions with a description of the tools used in the course exercises.
- 1.11.1.8. Include a feedback mechanism and a survey.
- 1.11.1.9. Include at a minimum, in each course:
 - 1.11.1.9.1. Closing slides.
 - 1.11.1.9.2. Downloadable note-taking guide.

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- 1.11.1.9.3. Dynamic glossary.
- 1.11.1.9.4. Eighth (8th)-grade readability level.
- 1.11.1.9.5. Embedded learning applications and comprehension questions to engage the learner and help to ensure each participant is building knowledge during the course.
- 1.11.1.9.6. High-quality resources to support learning, including multimedia sources; downloadable reference articles, links to resource websites, and/or printable handouts.
- 1.11.1.9.7. Multiple exposures to key content.
- 1.11.1.9.8. Overview with audio introducing topic and describing competency-based learning objectives.
- 1.11.1.9.9. Questions to promote reflection and inquiry.
- 1.11.1.9.10. Real-world applications, critical thinking and decision-making.
- 1.11.1.9.11. Skills-based scenarios presented in text or video to engage the learner and enhance transfer of learning.

1.12. Certificates

- 1.12.1. The Contractor must issue Student(s) a digital downloadable course completion certificate, upon successful completion of coursework, post-test and evaluation. The certificate must include the New Hampshire approval information and the International Association for Continuing Education and Training/Continuing Education Units, indicating the course was completed successfully.
- 1.12.2. Copies of course certificates and transcripts must remain available through the Student(s)' user account on the website throughout the term of this Contract.

1.13. Course Hosting

- 1.13.1. The Contractor must host and maintain all courses specified in Section 1.1., 1.10, and 1.11. Course hosting includes but is not limited to the following:
 - 1.13.1.1. All website maintenance and server storage necessary to ensure 99% uptime and consistent course access.
 - 1.13.1.2. Course completion data transfer to NHCIS via secure file transfer via the State's NH DoIT sFTP on a nightly basis, seven (7) days a week, for the purpose of reporting courses completed by each Student(s) having registered a NHCIS Student(s) ID.
 - 1.13.1.3. The State will be responsible for establishing the sFTP folder within the NH DoIT sFTP.

1.14. Reporting

- 1.14.1. The Contractor must submit monthly reports to the State to ensure compliance with the Contract including, but not limited to:

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1.14.1.1. The total number of Student(s) who have taken each stand-alone web-based training course.

1.14.1.2. The total number of Student(s) who did not pass a course and the course title.

1.14.2. The Contractor may be required to provide other key data and metrics to the State in a format specified by the State.

2. TECHNICAL REQUIREMENTS

2.1. The Contractor shall be responsible for meeting the Technical Requirements identified in Exhibit G, Attachment 1 - IT Requirements Workbook.

2.2. Contractor must work with the State's Information Security Team to develop a Plan of Action & Milestones to address compliance with State and NH DoIT security password requirements upon project kick-off.

3. DELIVERABLE, ACTIVITY, OR MILESTONE

3.1. The Contractor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in:

3.1.1. Exhibit C Payment Terms, and

3.1.2. Exhibit G, Attachment 1 – IT Requirements Workbook.

4. HELPDESK SUPPORT

4.1. The Contractor must provide Help Desk support for questions from the State and Student(s).

4.2. The Contractor must provide Help Desk support to Student(s) during the hours of 8:30 a.m. to 5:30 p.m. Eastern Standard Time Monday through Friday, excluding federal and state holidays

4.3. The Contractor must respond within one (1) business day of the initial query.

5. INTERFACES

5.1. The Contractor must provide an intuitive application programming interface (API) that minimizes data entry, verifies entered data values against specified data type and format, and avoids duplicate entry of same information. The solution must also interface with the State's, NHCIS.

5.2. The Contractor must support secure, automated, and routine Student(s) course completion certificates data transfers between the LMS and NHCIS.

5.3. The Contractor must ensure course completion certificates data is transmitted in a structured API and as agreed upon by the State's Information Security team and NH Department of Information Technology's Cybersecurity team.

6. DATA MIGRATION

6.1. The Contractor must provide data migration and maintenance with the State's NHCIS to meet the requirements and terms of this Contract.

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7. IMPLEMENTATION SERVICES

- 7.1. The Contractor must employ an industry-standard implementation strategy with a timeline set forth in accordance with the Work Plan as specified in Section 26. Work / Project Plan.
- 7.2. The Contractor must manage Project execution and provide the tools needed to create and manage the Work /Project Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and Report status.
- 7.3. The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.
- 7.4. The Contractor shall adopt an Implementation timeline aligned with the State's required timeline.

8. MEETINGS & REPORTING

- 8.1. The Contractor must participate in meetings with the State on a quarterly basis, or as otherwise requested by the State, to address the overall Project status and to review and update the Work Plan. The Contractor may also be required to attend other meetings with State leaders or Project stakeholders to address specific issues.

9. TRAINING

- 9.1. Not applicable.

10. PAYMENT CARD PROCESSING SERVICES

- 10.1. Not applicable

11. TESTING & ACCEPTANCE SERVICES

- 11.1. The Contractor must support the State and New Hampshire Department of Information Technology (DoIT) to test and use the software solution. its End User(s) acceptance testing signoff by the State must occur before go-live.
- 11.2. 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 and DoIT staff responsible for test activities. The Contractor shall be responsible for all aspects of testing contained in the Test Plan including support, at no additional cost, during its End User (s) Acceptance Test conducted by the State and the testing of the training materials.
- 11.3. 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.
- 11.4. All Testing and Acceptance (both business and technically oriented testing) shall apply to testing the software solution 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 its End User (s) Acceptance Test and Implementation.

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11.5. 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.

12. MAINTENANCE, OPERATIONS AND SUPPORT

12.1. Learning Management System Maintenance

12.1.1. The Contractor must maintain and support the LMS in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must 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.

12.2. System Support

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

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

12.2.2.1. Class A Deficiencies – The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within twenty-four (24) business hours of a request;

12.2.2.2. Class B & C Deficiencies – The State shall notify the Contractor of such Deficiencies during regular Business Hours and the Contractor shall respond back within twenty-four (24) hours of notification of planned corrective action.

12.3. Support Obligations

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

12.3.2. The Contractor must maintain a record of the activities related to Warranty repair or maintenance activities performed for the State.

12.3.3. For all maintenance activities, The Contractor must ensure the following information will be collected and maintained:

- a. Nature of the Deficiency;
- b. Current status of the Deficiency;
- c. Action plans, dates, and times;
- d. Expected and actual completion time;

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- e. Deficiency resolution information;
 - f. Resolved by;
 - g. Identifying number i.e. work order number; and
 - h. Issue identified by.
- 12.3.4. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- a. Mean time between Reported Deficiencies with the Software;
 - b. Diagnosis of the root cause of the problem; and
 - c. Identification of repeat calls or repeat Software problems.
- 12.3.5. If the Contractor fails to correct a Deficiency, the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, 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.

13. DATA PROTECTION

- 13.1. The Contractor must comply with Exhibit G, Attachment 2- Exhibit E: DHHS Information Security Requirements.

14. DATA LOCATION

- 14.1. The Contractor must provide its Services to the State and its End User(s) solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United States. The Contractor must not allow its End User(s), as defined in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements, to store Confidential Data or State Data on portable devices, including personal computers, unless prior written exception is provided by the Department of Health and Human Service's Information Security Office.

15. PRIVACY IMPACT ASSESSMENT (PIA)

- 15.1. Upon request, the Contractor must allow and assist the State in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or State system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the State access to applicable systems and documentation sufficient to allow the State to assess, at minimum, the following:
- 15.1.1. How PII is gathered and stored;
 - 15.1.2. Who will have access to PII;
 - 15.1.3. How PII will be used in the system;
 - 15.1.4. How individual consent will be achieved and revoked; and
 - 15.1.5. Privacy practices.

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

16. BACKGROUND CHECKS

- 16.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any End User, 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. Contractor agrees it will initiate a criminal background check re-investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.
- 16.2. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.
- 16.3. The State may, at its sole expense, conduct reference and screening of the Contractor Project Manager and the Contractor Key Project Staff.

17. FEDERAL DATA

- 17.1. Not Applicable.

18. DATA INTEGRATION AND INGESTION

- 18.1. The Contractor must provide the professional services and daily (minimum once per day) automated ability to export and/or provide direct data connection access to all of the data maintained by the system, and if needed delivered to the State via Secure File Transfer Protocol (SFTP) per Exhibit E: DHHS Information Security Requirements, or another secured methodology mutually agreed upon by both parties and approved by the State's Information Security Office. Additionally, a data dictionary and model must be provided for any data being provided to the State.
- 18.2. The Contractor must provide professional services to assist in the ingestion of the data provided utilizing the State's Informatica, Oracle and Tableau tools as well as create data models, visualizations, reports and dashboards for data analytics in the State's Enterprise Business Intelligence (EBI) system that currently consists of an Oracle 19c database, Informatica for ETL and Metadata Management, and Tableau for reporting and data visualizations.

19. CONTRACT END OF LIFE TRANSITION SERVICES

19.1. General Requirements

- 19.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to assume the Services previously performed by the Contractor for this section the new Contractor shall be known as "Recipient"). Ninety (90) days prior to the end-of the

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contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.

- 19.1.2. The Contractor must use reasonable efforts to assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.
- 19.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store State Data in relationship to this contract said Tools will be inventoried and returned to the State, along with the inventory document, once transition of State Data is complete.
- 19.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the State and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Contract.
- 19.1.5. Should the data Transition extend beyond the end of the Contract, the Contractor agrees that the Contract Information Security Requirements, and if applicable, the State's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the State.
- 19.1.6. In the event where the Contractor has commingled State Data and the destruction or Transition of said data is not feasible, the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.

19.2. Completion of Transition Services

- 19.2.1. Each service or Transition phase shall be deemed completed (and the Transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the State and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the State of an issue requiring additional time to complete said product.
- 19.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.

19.3. Disagreement over Transition Services Results

- 19.3.1. In the event the State is not satisfied with the results of the Transition Service, the State shall notify the Contractor, by email, stating the reason for the lack of

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satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the State shall be entitled to initiate actions in accordance with the Contract.

20. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

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

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- 20.1.9.3.1. **CONFIDENTIALITY NOTICE:** "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."
- 20.2. The Contractor End Users with a State issued email, access or potential access to Confidential Data, and/or a workspace in a State building/facility, must:
- 20.2.1. Complete the State's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.
 - 20.2.2. Sign the State's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.
 - 20.2.3. Only access the State' intranet to view the Department's Policies and Procedures and Information Security webpages.
- 20.3. The Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Contract, said End User may face removal from the Contract, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.
- 20.4. The Contractor agrees, to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State's Information Security Office or designee immediately.
- 21. WORKSPACE REQUIREMENT**
- 21.1. If applicable, the State will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.
- 22. WEBSITE AND SOCIAL MEDIA**
- 22.1. The Contractor must work with the State's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies.
- 22.2. The Contractor agrees, Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PII, or other Confidential Data is subject to DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.
- 22.3. **State of New Hampshire's Website Copyright**

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

23. DELIVERABLE REVIEW AND ACCEPTANCE

23.1. Non-Software and Written Deliverables Review and Acceptance

23.1.1. The Contractor must provide a written Certification that a non-software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State's receipt of the Contractor's written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and The Contractor must correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work / Project Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, The Contractor must correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

23.2. Software Deliverables Review and Acceptance

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

23.3. Number of Deliverables

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

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23.4. Conditional and Unconditional Acceptance

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

24. CHANGE ORDER / CHANGE MANAGEMENT

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

25. PROJECT MANAGEMENT

- 25.1. The Contractor must 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 believes that effective communication and Reporting are essential to Project success. The Contractor must employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.
- 25.2. The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.
- 25.3. **The Contractor Key Project Staff**
 - 25.3.1. **The Contractor's Contract Manager**
 - 25.3.1.1. The Contractor must assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals,

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tracking costs and payments, and representing the parties in all Contract administrative activities.

25.4. The Contractor's Project Manager

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

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

25.4.2.1. The Contractor's Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Managing significant issues and risks;
- c. Review and approval of Change Orders; and
- d. Managing stakeholders' concerns.

25.5. The State Key Project Staff

25.5.1. The State Contract Manager

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

25.5.2. The State Project Manager

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

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

26. WORK / PROJECT PLAN

26.1. The Contractor's Project Manager and the State Project manager shall finalize the Work/Project Plan within Thirty (30) days of the Contract Effective Date and further refine the tasks required to implement the Project, if needed. Continued development and management of the Work/Project Plan is a joint effort on the part of the Contractor and State Project Managers. The Contractor must update the Work/Project plan no less than every two weeks, and review status and changes with the State's Project Manager.

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26.2. In conjunction with the Contractor's Project Management methodology, which shall be used to manage the Project's life cycle, the Contractor's team and the State shall finalize the Work/Project 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 the Contractor's team members), refine the Project's scope, and establish the Project's Schedule.

27. CONTRACT WARRANTIES AND REPRESENTATIONS

27.1. System

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

27.2. Software

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

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

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

27.2.2.2. the re-performance of the deficient Services, or

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

27.3. Compatibility

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

27.4. Services

27.4.1. The Contractor warrants that all Services to be provided under this Agreement 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.

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28. SOFTWARE AGREEMENT

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

29. ADMINISTRATIVE SERVICES

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

30. TERMS AND DEFINITIONS

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

31. CONTRACTOR'S CERTIFICATES

31.1. Required Contractor Certificates are attached in Exhibit G.

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EXHIBIT C: PAYMENT TERMS

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

1. CONTRACT PRICE

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

2. FUNDING SOURCE

2.1. This Agreement is funded by:

2.1.1. 100% Federal funds, Child Care and Development Block Grant, as awarded on October 16, 2024, by the Administration for Children & Families, ALN 93.575, FAIN 2501NHCCDD.

2.2. For the purposes of this Agreement the Department has identified:

2.2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.

2.2.2. The Agreement as NON-R&D, in accordance with 2 CFR 200.332.

2.2.3. The Indirect Cost Rate for this Agreement as 0%.

3. TRAVEL EXPENSES

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

4. SHIPPING FEES

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

5. INVOICING

5.1. The Contractor must 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 must 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

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maintenance charges; any other Project costs or retention amounts if applicable.

- 5.2. Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.
- 5.3. The Contractor shall submit an invoice to the State no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
 - 5.4. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.5. Is submitted in a format as provided by or otherwise acceptable to the Department.
 - 5.6. Identifies and requests payment in accordance with Section 3 above.
 - 5.7. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
 - 5.8. Is completed, dated and returned to the Department to initiate payment.
 - 5.9. Is assigned an electronic signature and is emailed to bcdhsinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
- 5.10. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 5.11. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years through the Budget Office, may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

6. OVERPAYMENTS TO THE CONTRACTOR

- 6.1. The Contractor must 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.

7. CREDITS

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

8. PROJECT HOLDBACK

- 8.1. Not Applicable

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9. PAYMENT SCHEDULE

9.1. This is a Not to Exceed Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor must 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 appearing in the price and payment tables below:

9.1.1. Hosting, Maintenance and Support Payment Terms:

9.1.1.1. This is a Not to Exceed Contract. Monthly payment shall be made upon completion of Hosting, Maintenance and Support services as specified in Table 9.1.1.1. below:

TABLE 9.1.1.1. HOSTING, MAINTENANCE AND SUPPORT PRICING:				
Monthly Payment Schedules for Hosting, Maintenance and Support				
DESCRIPTION	MONTH	COST PER MONTH IN STATE FISCAL YEAR 2026 (G&C APPROVAL - JUNE 30, 2026)	MONTH	COST PER MONTH IN STATE FISCAL YEAR 2027 (JULY 1, 2026 - JUNE 30, 2027)
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	July 2025	\$5,190	July 2026	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	August 2025	\$5,190	August 2026	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	September 2025	\$5,190	September 2026	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	October 2025	\$5,190	October 2026	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	November 2025	\$5,190	November 2026	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	December 2025	\$5,190	December 2026	\$5,575
Courses as specified in Exhibit B,	January 2026	\$5,190	January 2027	\$5,575

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Statement of Work, Subsection 1.1.				
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	February 2026	\$5,190	February 2027	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	March 2026	\$5,190	March 2027	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	April 2026	\$5,190	April 2027	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	May 2026	\$5,190	May 2027	\$5,575
Courses as specified in Exhibit B, Statement of Work, Subsection 1.1.	June 2026	\$5,190	June 2027	\$5,575
TOTAL PER SFY		\$62,280		\$66,900
TOTAL Not to Exceed			\$129,180	

9.1.2. Deliverables / Activities / Milestones

- 9.1.2.1. This is a Not to Exceed Contract. State Fiscal Year cost per course as specified in Table 9.1.2.3.
- 9.1.2.2. Payment Schedule is specified in Table 9.1.1.1.
- 9.1.2.3. Table 9.1.2.3. Course Pricing is a detailed breakdown of cost per course, not a payment schedule. These costs are incorporated into the Payment Schedule as specified in Table 9.1.1.1.

TABLE 9.1.2.3. COURSE PRICING			
PRICING FOR INDIVIUDAL COURSES BY STATE FISCAL YEAR FOR REFERENCE			
DELIVERABLES	DELIVERABLE TYPE	STATE FISCAL YEAR 2026 (G&C APPROVAL - JUNE 30, 2026)	STATE FISCAL YEAR 2027 (JULY 1, 2026 - JUNE 30, 2027)
		TOTAL COST / AMOUNT PAID PER STATE FISCAL YEAR	TOTAL COST / AMOUNT PAID PER STATE FISCAL YEAR

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1	New Hampshire Health and Safety – 10 courses/9 hours (includes licensing overview that must be completed before accessing courses)	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$12,000	\$12,000
2	Childhood Lead Poisoning in New Hampshire: How to Keep Children Lead-Safe – 1 course/1 hour	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,205	\$1,200
3	Introduction to the Environment Rating Scale	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$2,500	\$2,500
4	ERS Readiness Module 1	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$2,500	\$2,500
5	ERS Readiness Module 2	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$2,500	\$2,500
6	ERS Readiness Module 3	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$2,500	\$2,500
7	Taking Care of Business: An Administrator’s Overview GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
8	Leading with Heart: How to Build Effective Teams GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
9	An Administrator’s Overview of Assessment in Early Care and Education GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
10	Best Practices and Guidelines for Reflective Supervision GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
11	The Center Director as Advocate for Families and Staff GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200

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12	Creating a Business Plan for Family Child Care GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
13	Understanding Child Development: Erikson's Stages of Emotional Development for Family Child Care	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
14	Understanding Child Development: Maslow's Theory of Human Needs for Family Child Care	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
15	The Daily Schedule for Family Child Care	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
16	Purposeful Play in Family Child Care	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
17	Getting Families Engaged in Your Family Child Care Program	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
18	Mindful Relationships: Looking Beneath the Surface	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
19	Tender Topics: Handling Trauma with Children and Youth	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
20	The Mindful Classroom	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
21	Budgeting and Financial Planning for Your Family Child Care Program GSQ	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
22	Mixed Age Groups: Safety, Supervision, and Design of Your Family Child Care Program	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
23	Creating an Inclusive Family Child Care	Course as specified in Exhibit B,	\$1,200	\$1,200

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	Environment	Statement of Work, Subsection 1.1.		
24	Quality Initiatives: Pathways to Best Practices in Family Child Care	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
25	Toxic Stress in Young Children	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
26	Hiring and Retaining Good Staff	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
27	Utilizing Adult Learning Theory to Cultivate Positive Coaching Relationships	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,200	\$1,200
28	Benefits for Child Care Educators: Now is the Time	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,875	\$2,500
29	Budgeting for Benefits	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,875	\$2,500
30	How to Guide: Benefits	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,875	\$2,500
31	How to Recruit & Retain Staff	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,875	\$2,500
32	Introduction to ECE and OST	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$1,875	\$2,500
33	Kids and Tweens: Managing School Age Student Behavior	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$900	\$1,200
34	Helping Hands: Social Emotional Support for School Age Children	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$900	\$1,200
35	Room for All: Inclusion	Course as specified	\$900	\$1,200

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	in School-Age Programs	in Exhibit B, Statement of Work, Subsection 1.1.		
36	Movement and Menus: Physical Activity and Nutrition for School Age Children	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$900	\$1,200
37	From the Ground Up: Structuring and Scheduling Your Aftercare Program	Course as specified in Exhibit B, Statement of Work, Subsection 1.1.	\$900	\$1,200
TOTAL cost per SFY is included in Payment Schedule.			\$62,280	\$66,900
TOTAL Not to Exceed			\$129,180	

9.1.3. Total Cost for Course Edits or New Courses

TABLE 9.1.3. COURSE EDITS OR NEW COURSES:		
PRICING WORKSHEET FOR COURSE EDITS OR NEW COURSES		
COURSE EDITS OR NEW COURSES	STATE FISCAL YEAR 2026 (G&C APPROVAL – JUNE 30, 2026)	STATE FISCAL YEAR 2027 (JULY 1, 2026 – JUNE 30, 2027)
Course Edits or New Courses	\$6,000	\$6,000
TOTAL PER SFY	\$6,000	\$6,000
TOTAL Not to Exceed	\$12,000	

9.1.4. Total Cost by State Fiscal Year.

TABLE 9.1.4. TOTAL COST:			
TOTALS BY STATE FISCAL YEAR			
	STATE FISCAL YEAR 2026 (G&C APPROVAL – JUNE 30, 2026)	STATE FISCAL YEAR 2027 (JULY 1, 2026 – JUNE 30, 2027)	TOTAL
Subtotal for Courses	\$62,280	\$66,900	\$129,180
Subtotal for Course Edits and/or New Courses	\$6,000	\$6,000	\$12,000
GRAND TOTAL Not to Exceed	\$68,280	\$72,900	\$141,180

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9.1.5. Total Cost by State Fiscal Year

TABLE 9.1.5. TOTAL COST:		
TOTALS BY STATE FISCAL YEAR		
STATE FISCAL YEAR 2026 (G&C APPROVAL – JUNE 30, 2026)	STATE FISCAL YEAR 2027 (JULY 1, 2026 – JUNE 30, 2027)	TOTAL
\$68,280	\$72,900	141,180
GRAND TOTAL Not to Exceed		\$141,180

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EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

EXHIBIT D: SOFTWARE LICENSE AGREEMENT I

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

1.1. LICENSE GRANT – SAAS / SUBSCRIPTION

- 1.1.1. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State's internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.
- 1.1.2. The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

1.2. SOFTWARE TITLE

- 1.2.1. 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.

1.3. VIRUSES

- 1.3.1. 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.

1.4. AUDIT

- 1.4.1. 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.

1.5. SOFTWARE NON-INFRINGEMENT

- 1.5.1. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and 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.
- 1.5.2. 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:

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- 1.5.2.1. Promptly notifies Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
- 1.5.2.2. Gives Contractor control of the defense and any settlement negotiations; and
- 1.5.2.3. Gives Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 1.5.3. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.
- 1.5.4. 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.

1.6. CONTROL OF ALL COMPONENT ELEMENTS

- 1.6.1. The 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.

2. CUSTOM SOFTWARE

- 2.1. 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.

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EXHIBIT E: ADMINISTRATIVE SERVICES**

EXHIBIT E: ADMINISTRATIVE SERVICES

2. DISPUTE RESOLUTION

- 2.1. Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the Party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other Party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.
- 2.2. The Parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the Parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

TABLE E-1.			
DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE			
LEVEL	CONTRACTOR POINT OF CONTACT	STATE POINT OF CONTACT	CUMULATIVE ALLOTTED TIME
Primary	Vice President, Client & Product Development	Program Improvement Specialist	Five (5) Business Days
First	Vice President, Client & Product Development	Administrator of Operations	Ten (10) Business Days
Second	Vice President, Client & Product Development	Deputy Director	Fifteen (15) Business Days
Third	Vice President, Client & Product Development	Director	Twenty (20) Business Days

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

3. ACCESS AND COOPERATION

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

4. RECORD RETENTION

- 4.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the

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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.

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

5. ACCOUNTING

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

6. AUDIT

- 6.1. The Contractor must 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.

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 EXHIBIT F: TERMS AND DEFINITIONS**

EXHIBIT F: TERMS AND DEFINITIONS

TERM	DEFINITION
Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Agreement	A Contract duly executed and legally binding.
Commercial Off The Shelf Software (COTS)	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information or Confidential Data	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Contract	An Agreement between the State of New Hampshire and a Vendor, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	State records, files, forms, electronic information and other documents or information, in either electronic or paper form, that will be used /converted by the Vendor during the contract term, that may be defined as “Confidential Data” within Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Data Breach	The definition for this term is located in the Exhibit G, Attachment 2, and Exhibit E: DHHS Information Security Requirements.
Deficiency (-ies)/Defects	A failure, shortcoming or error in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, code, or other), provided by the Contractor to the State or under the terms of a Contract requirement.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

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Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality, value, or extent.
Hosted Services	Applications, IT infrastructure components or functions that organizations access from external service providers, typically through an internet connection.
Hosted System	The combination of hardware, software and networking components used by the Application Service Provider to deliver the Hosted Services.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those End Users.
Implementation	The process for making the System fully Operational for processing the Data.
Infrastructure as a Service (IaaS)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage.
Non-Public Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Open Source Software	Software that guarantees the End User unrestricted use of the Software as defined in RSA chapter 21-R:10 and RSA chapter 21-R:11.
Operational	Operational means that the System is ready for use and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued Acceptance.
Personally Identifiable Information	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Platform as a Service (Paas)	The Contractor is responsible for ownership and management of the hardware that support the software, including servers, networking and storage and also provides the operating system and databases.

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Project	The planned undertaking regarding the entire subject matter of an RFP and Contract and the activities of the parties related hereto.
Proposal	A written plan put forth by a Vendor for consideration in response to a solicitation by the State.
Security Incident	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: <i>DHHS Information Security Requirements</i>
Services	The work or labor to be performed by the Vendor on the Project as described in a contract.
Software	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications provided by the Contractor under the Contract.
Software Deliverables	All Custom, Open Source, IaaS, SaaS and/or COTS Software and/or applications and Enhancements.
Software License	Licenses provided to the State under this Contract.
Software-as-a-Service (SaaS)	The capability provided to the State to use the Contractor's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The State does not manage or control the underlying cloud infrastructure including network, servers, Operating Systems, storage or even individual application capabilities, with the possible exception of limited End User-specific application configuration settings.
Specifications	Written details that set forth the requirements which include, without limitation, the RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

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State Data	All Data created or in any way originating with the State, and all Data that is the output of computer processing of or other electronic manipulation of any Data that was created by or in any way originated with the State, whether such Data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor that may be defined as "Confidential Data" within Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year (SFY) runs from July 1 of the preceding calendar year through June 30 of the applicable calendar year.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Contractor which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
Subscription	A signed Agreement between a supplier and the State that the State will receive and provide payment for regular products or services, for a set period of time identified within the Agreement.
Support Services	The maintenance and technical support services provided by Contractor to the State during the Term of the Contract.
System	All Software, specified hardware, interfaces and extensions, integrated and functioning together in accordance with the Specifications.
Term	Period of the Contract from the Effective Date through the Completion Date identified in the P-37 General Provisions or termination.
Verification	Supports the confirmation of authority to enter a computer system application or network.
Warranty	The conditions under, and period during, which the Contractor will repair, replace, or other compensate for, the defective item without cost to the buyer or Student. It also delineates the rights and obligations of both parties in case of a claim or dispute.

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Warranty Period	A period of coverage during which the Contractor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work/Project Plan	Documentation that details the 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 Attachment 1: <i>IT Requirements Workbook</i> . The Work / Project 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.

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EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES**

EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES

1. DHHS ATTACHMENTS

- 1.1. Exhibit G Attachment 1 - IT Requirements Workbook
- 1.2. Exhibit G Attachment 2 - DHHS Standard Exhibits D-F:
 - 1.2.1. Exhibit D – Certification Regarding Drug-Free Workplace Requirements
 - 1.2.2. Exhibit D – Certification Regarding Lobbying
 - 1.2.3. Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters
 - 1.2.4. Exhibit D – Certification of Compliance
 - 1.2.5. Exhibit D – Certification Regarding Environmental Tobacco Smoke
 - 1.2.6. Exhibit D – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)
 - 1.2.7. Exhibit E - DHHS Information Security Requirements
 - 1.2.8. Exhibit F - Business Associate Agreement

2. CONTRACTOR CERTIFICATES

- 2.1. Contractor's Certificate of Good Standing
- 2.2. Contractor's Certificate of Vote/Authority
- 2.3. Contractor's Certificate of Insurance

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2026-DES-03-WEBBA-01; DoIT #2025-083
Web-based Learning for Early Childhood and Out-of-School Time Providers**

See attached Exhibit G Attachment 1: IT Requirement Workbook & Attachments

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SS-2026-DES-03-WEBBA-01; DoIT #2025-083
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EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: FEDERAL REQUIREMENTS

DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41

U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections

1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by contractors (and by inference, sub-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 contractor (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. Grantees using this form should send it to:

Commissioner

NH Department of Health and Human Services

129 Pleasant Street, Concord, NH 03301-6505

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations

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

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

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

CONTRACTOR NAME: StraighterLine, Inc.

Greg Shanahan

 NAME: Greg Shanahan
 TITLE: CFO
 DATE: 6/2/2025

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**STATE OF NEW HAMPSHIRE
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to

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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.

CONTRACTOR NAME: StraighterLine, Inc.

Greg Shanahan

NAME: Greg Shanahan

TITLE: CFO

DATE: 6/2/2025

Remainder of this page intentionally left blank

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SS-2026-DES-03-WEBBA-01; DoIT #2025-083**

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 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:

1. INSTRUCTIONS FOR CERTIFICATION

- 1.1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.
- 1.2. 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.
- 1.3. 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.
- 1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 1.5. 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.
- 1.6. The prospective primary participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 1.7. 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.
- 1.8. 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,

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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 Non-procurement List (of excluded parties).

- 1.9. 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.
- 1.10. 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.

2. PRIMARY COVERED TRANSACTIONS

The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- 2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2.2. Have not within a three-year period preceding this proposal (grant agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- 2.4. 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.
- 2.5. 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 (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (grant agreement), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- 3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 3.2. 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 (grant agreement).
- 3.3. The prospective lower tier participant further agrees by submitting this proposal (grant agreement) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: FEDERAL REQUIREMENTS**

CONTRACTOR NAME: StraighterLine, Inc.

Greg Shanahan

NAME: Greg Shanahan

TITLE: gshanahan@straighterline.com

DATE: 6/2/2025

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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

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

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

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

1. 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;
2. 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;
3. 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);
4. 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;
5. 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;
6. 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;
7. 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;
8. 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;
9. 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

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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.

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

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

CONTRACTOR NAME: StraighterLine, Inc.



NAME: Greg Shanahan

TITLE: CFO

DATE: 6/2/2025

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DEPARTMENT OF HEALTH AND HUMAN SERVICES
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DHHS EXHIBIT D: FEDERAL REQUIREMENTS

SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

CONTRACTOR NAME: StraighterLine, Inc.

DocuSigned by:

NAME: Greg Shanahan
TITLE: CFO
DATE: 6/2/2025

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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:

CONTRACTOR NAME: StraighterLine, Inc.



NAME: Greg Shanahan

TITLE: CFO

DATE: 6/2/2025

Remainder of this page intentionally left blank

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DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT BUSINESS ASSOCIATE AGREEMENT

DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

1. DEFINITIONS

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

- 1.1. "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 End 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.
- 1.2. "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.
- 1.3. "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.
- 1.4. 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.
- 1.5. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream End User, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 1.6. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 1.7. "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.
- 1.8. "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

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adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.

- 1.9. "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.
- 1.10. "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.
- 1.11. "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.
- 1.12. "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.
- 1.13. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

2. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

2.1. Business Use and Disclosure of Confidential Information.

- 2.1.1. 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.
- 2.1.2. 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.
- 2.1.3. 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.
- 2.1.4. 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.
- 2.1.5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 2.1.6. 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.

3. METHODS OF SECURE TRANSMISSION OF DATA

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**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
SS-2026-DES-03-WEBBA-01; DoIT #2025-083
Web-based Learning for Early Childhood and Out-of-School Time Providers
DHHS EXHIBIT F: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY
ACT BUSINESS ASSOCIATE AGREEMENT**

- 3.1. 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.
 - 3.2. 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.
 - 3.3. 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.
 - 3.4. 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.
 - 3.5. 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.
 - 3.6. 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.
 - 3.7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
 - 3.8. 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.
 - 3.9. Remote End 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 laptop from which information will be transmitted or accessed.
 - 3.10. 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).
 - 3.11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- 4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**
- 4.1. 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:
 - 4.2. Retention
 - 4.2.1. 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.
 - 4.2.2. 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

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- confidential information for contractor provided systems.
- 4.2.3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
 - 4.2.4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
 - 4.2.5. 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.
 - 4.2.6. 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.

4.3. Disposition

- 4.3.1. 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.
- 4.3.2. 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.
- 4.3.3. 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.

5. PROCEDURES FOR SECURITY

- 5.1. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
 - 5.1.1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
 - 5.1.2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from

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- creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
- 5.1.3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
 - 5.1.4. 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.
 - 5.1.5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
 - 5.1.6. 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.
 - 5.1.7. 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.
 - 5.1.8. 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.
 - 5.1.9. 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.
 - 5.1.10. 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.
 - 5.1.11. 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.
 - 5.1.12. 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

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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.

- 5.1.13. 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.
- 5.1.14. 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.
- 5.1.15. 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.
- 5.1.16. The Contractor must ensure that all End Users:
- 5.1.17. 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.
- a. Safeguard this information at all times.
 - b. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - c. 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.
 - d. Limit disclosure of the Confidential Information to the extent permitted by law.
 - e. 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.).
 - f. 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.
 - g. 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.
 - h. Understand that their End User credentials (End 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.
- 5.1.18. Contractor is responsible for oversight and compliance of their End Users. DHHS

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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.

6. LOSS REPORTING

- 6.1. 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 6.
- 6.2. 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:
- 6.3. Identify Incidents;
- 6.4. Determine if personally identifiable information is involved in Incidents;
- 6.5. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 6.6. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
- 6.7. 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.
- 6.8. Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

7. PERSONS TO CONTACT

- 1. DHHS Security Officer: DHHSInformationSecurityOffice@dhhs.nh.gov

CONTRACTOR NAME: StraighterLine, Inc.

Greg Shanahan

NAME: Greg Shanahan

TITLE: CFO

DATE: 6/2/2025

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Division of Economic Stability

Karen Hebert

NAME: Karen Hebert

TITLE: Division Director

DATE: 6/2/2025

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
GENERAL SPECIFICATIONS					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes	Standard	Reports can be created to provide the information requested, and automated delivery of said reports can be established. We can also use your API to submit data to you based upon your specifications.
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes	Standard	Data transmitted to DHHS will be for their use only. PST does not release detailed data or information to any outside entities other than the client's own data. Summarized data may be released in the form of non-specific-client aggregated reports.
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes	Standard	The web-based component is compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1
APPLICATION SECURITY					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Users must validate their identify through a unique username and password.
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Yes	Standard	Users are required to validate their identity through a unique email address and password
A2.3	Enforce unique user names.	M	Yes	Standard	Users must provide a unique email address upon account creation. User email addresses are only updated by PST customer support personnel
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	No	Future	Changes to our password requirements to be released in FY2026. At this time, we only require a minimum of 8 characters.
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	No	Future	Changes to our password requirements to be released in FY2026. At this time, we only require a minimum of 8 characters.
A2.6	Encrypt passwords in transmission and at rest within the database.	M	Yes	Standard	Passwords are encrypted in transit and at rest. All authentication credentials are encrypted utilizing the Advanced Encryption Standard (AES)
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	No	Future	Changes to our password requirements are pending. At this time, we only require a minimum of 8 characters.
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	Yes	Standard	Agreed
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	Yes	Standard	Agreed

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A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes	Standard	No credentials or sensitive data are stored in code.
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	No	Future	We are currently only logging valid sign-in attempts.
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	No	Future	Some (not all) activities are logged to a central server.
A2.13	All logs must be kept for (XX- days, weeks, or months).	M	Yes	Standard	Logs are maintained for 1 year
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes	Standard	Allows for the termination of the user account which will result in the termination of access.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes	Standard	Software and system services are only used for the purpose they are designed for.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes	Standard	The data is encrypted in transit and at rest.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes	Standard	Data is secure and protected from unauthorized individuals and programs.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes	Standard	Solution and subsequent upgrades will maintain or enhance security requirements in partnership and communication with the State.
A2.19	Utilize change management documentation and procedures.	M	Yes	Standard	All changes are documented and follow a standard process.
A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	Yes	Standard	PST will not interface with the State's data systems.
A2.21	Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information: 1. User IDs (of all users who have access to the system) 2. Date and time stamps 3. Changes made to system configurations 4. Addition of new users 5. New users level of access 6. Files accessed (including users) 7. Access to systems, applications and data 8. Access trail to systems and applications (successful and unsuccessful attempts) 9. Security events	M	Yes	Standard	PST has numerous logs for tracking information. PST logs Windows event- and security events, application errors and activity, and user events such as viewing items, adding to cart, customer logins, and purchase attempts and successes. All logs contain customer ID (when available), a date/time stamp, and a unique table identifier, minimum. Higher level system configurations are logged, monitored, and controlled using AWS Cloudwatch.
TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
APPLICATION SECURITY TESTING					

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T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	No	N/A	Software will not interface with the Department or State's website or related data assets
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Yes	Standard	The application is scanned weekly for internal and external vulnerabilities.
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	Yes	Standard	System maintains log of user authentication
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	Yes	Standard	PST has a protocol in place to manage permissions.
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes	Standard	PST users the core encryption capabilities offered by the AWS cloud.
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	Yes	Standard	We use Amazon GuardDuty to monitor our system for network anomalies.
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	Yes	Standard	PST has a protocol in place to verify role-based authorization of user access
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	Yes	Standard	The feature is in place for administrative accounts.
T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	Yes	Standard	PST has an internal procedure to support the granting of abilities to administrative users.
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes	Standard	PST has a testing plan to ensure audit trail logs are in place.
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	PST has an internal testing plan in place to protect against the items listed.
T1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project).	M	Yes	Standard	PST has an internal testing plan in place.

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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	3rd party scans can be provided upon request.
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes	Standard	3rd party scans can be provided upon request.
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	Yes	Standard	Change management procedures can be provided upon request.
STANDARD TESTING					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes	Standard	The software and system is tested using industry standards.
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes	Standard	PST performs application stress testing.
T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	Yes	Standard	PST has a documented procedure to sync with productions and the testing environment.
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes	Standard	PST has defined and tested disaster recovery procedures.
HOSTING-CLOUD REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
OPERATIONS					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes	Standard	PST uses Amazon Web Services for cloud hosting
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	Yes	Standard	Database is hosted on AWS RDS with all security features enabled, including encryption at rest and in transit. Production web servers use 256-bit SSL certificates to safeguard customer data. User access is restricted using AWS IAM services
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes	Standard	PST uses Amazon Web Services for cloud hosting
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes	Standard	PST installs and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.

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H1.5	Vendor shall monitor System, security, and application logs.	M	Yes	Standard	PST monitors the system, security, and application logs.
H1.6	Vendor shall manage the sharing of data resources.	M	Yes	Standard	PST manages the sharing of data resources.
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes	Standard	PST manages daily back-ups, off-site data storage, and restore operations.
H1.8	The Vendor shall monitor physical hardware.	M	Yes	Standard	Physical hardware is managed by Amazon Web Services.
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	Yes	N/A	We do not anticipate any need for the State to require access to the application or server resources
DISASTER RECOVERY					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes	Standard	PST has a documented disaster recovery plan.
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes	Standard	The disaster recovery plan identifies appropriate methods for procuring additional server resources in the event of a component failure.
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes	Standard	PST adheres to a defined and documented back-up schedule and procedure.
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	PST maintains back-up copies of data.
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes	Standard	Server back-up are completed regularly.
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	No	N/A	The scope of work does not include tapes or other media types.
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes	Standard	All data recovery is managed via the backup and restore process
HOSTING SECURITY					

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H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Yes	Standard	All data is encrypted and at rest regardless of number of servers.
H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes	Standard	All security controls are tested and addressed via the item T1.14
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes	Standard	Event logging is enabled and only accessible by authorized administrators.
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes	Standard	All security controls are tested and addressed via the item T1.14
SERVICE LEVEL AGREEMENT					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	The Vendor solution will be maintained, operated and supported per the contract terms.
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Custom	Changes to configurations would need to be discussed by PST and the State.
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	PST will repair or replace cloud resourcs or software to ensure the system operates as stated in the scope of work.
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		Yes	Standard	PST will ensure the hosting infrastructure is fully supported and all patches are applied within 60 days.
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday through Friday EST.	M	Yes	Standard	Technical support is available 8:30am-5:30pm EST Monday through Friday.

Contractor Initials DS
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Date 6/2/2025

Exhibit G Attachment 1 - IT Requirements Workbook Attachments

H4.6	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard	<p>The proposed solution will be a Vendor with the following:</p> <p>Class A Deficiency - system is not available or is not performing the function agreed upon during production go live</p> <p>Class B Deficiency - COTS configuration issue with a workaround not impacting system utilization, but requires attention to resolve manual workaround.</p> <p>Class C Deficiency - COTS configuration that has minimum impact on the function. Would be de prioritized to complete remediation on Class B and Class A deficiencies.</p>
H4.7	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	M	Yes	Standard	PST will be able to provide response times.
H4.8	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	M	Yes	Standard	<p>The Vendor solution will be available 24 hours a day and 7 days a week; however support will be available as described in H4.5</p>
H4.9	<p>A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.</p>	M	Yes	Standard	Regular maintenance is scheduled to occur without impact to the business.
H4.10	<p>If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.</p>	M	Yes	Standard	PST will honor written requests from the State for credits as described, in the event of failure to meet uptime requirements.

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	PST has standard procedures for change management
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	PST has an incident response procedure that includes designation of critical outages
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	PST maintains these records and will share with the State upon request
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	PST will provide the State with prior notifications of the relevant changes
SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
SUPPORT & MAINTENANCE REQUIREMENTS					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes	Standard	Support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes	Standard	Hardware and software will be maintained in accordance with the specifications in the contract.
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes	Standard	PST will perform repairs to ensure the system operates in accordance with the scope of work in the contract.
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes	Standard	Access is available 8:30am to 5:30pm- Monday through Friday EST.

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

S1.5	<p>The Vendor response time for support shall conform to the specific deficiency class as described below or as agreed to by the parties:</p> <ul style="list-style-type: none"> o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service. o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service. o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service. 	M	Yes	Standard	PST can comply with the response times listed.
S1.6	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M	Yes	Standard	PST will provide the State with notifications of the relevant releases and updates at no additional cost
S1.7	For all maintenance Services calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the Deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) Deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	P	Yes	Standard	PST's incident management and request intake procedures collect and maintain the information required
S1.8	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) identification of repeat calls or repeat Software problems.	P	Yes	Standard	PST's incident management and request intake procedures collect and maintain the information required

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

S1.9	As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties: a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request; b. Class B & C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.	M	Yes	Standard	PST can comply with the response times listed.
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes	Standard	PST's change management procedures include the required notification and tracking
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes	Standard	Agreed
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes	Standard	Records of change activities can be provided upon request
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes	Standard	Major changes will be scheduled in a regular maintenance window
S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes	Standard	PST will provide prior notification and training for relevant changes/updates
S1.15	The Vendor shall agree to use a secure FTP site provided by the State for uploading and downloading files if applicable.	M	Yes	Standard	PST supports secure FTP for any file exchanges needed
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes	Standard	PST supports secure FTP for any file exchanges needed. A dedicated FTP account will be provided for the State as needed.
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes	Standard	Agreed

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes	Standard	Agreed
PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes	Standard	PST agrees to participate in a kick-off meeting.
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes	Standard	PST will provide dedicated project management staff to support the deliverables outlined in the contract.
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than <every two weeks.>	M	Yes	Standard	Agreed
P1.4	Vendor shall provide detailed <bi-weekly or monthly> status reports on the progress of the Project, which will include expenses incurred year to date.	M	Yes	Standard	PST will provide reports on a monthly basis and as requested by DHHS.
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. (Define how- WORD format- on-Line, in a common library or on paper).	M	Yes	Standard	PST will maintain all project documentation online.
P1.6	Vendor shall provide a full time Project Manager assigned to the project.	M	Yes	Standard	Agreed
P1.7	The Vendor Project Manager, and relevant key staff, shall every three (3) months, beginning in the first month of the Contract, travel to Concord, NH to meet with project representatives from DHHS and the NHID to review past quarter performance and upcoming quarter Work Plan. Virtual meetings may be permitted if approved by DHHS.	M	Yes	Standard	PST agrees to participate in virtual quarterly meetings.
P1.8	The Vendor's project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting.	M	Yes	Standard	Agreed
P1.9	Meeting minutes will be documented and maintained electronically by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well	M	Yes	Standard	Agreed
P1.10	The Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State.	M	Yes	Standard	Agreed

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments

P1.11	For the first three (3) months of the Contract, the Vendor shall provide written progress reports, to be submitted to DHHS every two (2) weeks. The reports should be keyed to the implementation portion of the Work Plan and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Work Plan.	M	Yes	Standard	Agreed
WEBSITE AND SOCIAL MEDIA MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
PROJECT MANAGEMENT					
W1.1	The Vendor shall work with the Department's Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the Department meets all of the Department's and NH Department of Information Technology's website and social media requirements and policies.	M	Yes	Standard	Agreed

Exhibit G Attachment 1 - IT Requirements Workbook Attachments - ELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET					
	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE SFY 2026	PRICE SFY 2027
PLANNING AND PROJECT MANAGEMENT					
1	Conduct Project Kickoff Meeting	Non-Software	7/1/2025	\$0	\$0
2	Work Plan	Written	7/1/2025	\$0	\$0
3	Attestation of background check	Written	7/1/2025	\$0	\$0
4	Project Status Reports	Written	Monthly	\$0	\$0
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	7/1/2025	\$0	\$0
6	Information Security Plan (ISP)	Written	7/1/2025	\$0	\$0
7	Communications and Change Management Plan	Written	7/1/2025	\$0	\$0
8	Software Configuration Plan	Written	N/A		
9	Systems Interface Plan and Design/Capability	Written	7/1/2025	\$0	\$0
10	Testing Plan	Written	N/A		
11	Data Conversion Plan and Design	Written	7/1/2025	\$0	\$0
12	Deployment Plan	Written	7/1/2025	\$0	\$0
13	Comprehensive Training Plan and Curriculum	Written	7/1/2025	\$0	\$0
14	End User Support Plan	Written	7/1/2025	\$0	\$0
15	Business Continuity Plan	Written	7/1/2025	\$0	\$0
16	Documentation of Operational Procedures	Written	7/1/2025	\$0	\$0
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	7/1/2025	\$0	\$0
18	Data Protection Impact Assessment (DPIA)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	\$0	\$0
19	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	\$0	\$0
20	Disaster Recovery Plan (DRP)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	\$0	\$0
INSTALLATION					

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Exhibit G Attachment 1 - IT Requirements Workbook Attachments - ELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET

21	Provide Software Licenses if needed	Written	N/A	\$0	\$0
22	Provide Fully Tested Data Conversion Software	Software	N/A	\$0	\$0
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	7/1/2025	\$0	\$0
TESTING					
24	Conduct Integration Testing	Non-Software	N/A		
25	Conduct User Acceptance Testing	Non-Software	N/A		
26	Perform Production Tests	Non-Software	N/A		
27	Test In-Bound and Out-Bound Interfaces	Software	N/A		
28	Conduct System Performance (Load/Stress) Testing	Non-Software	N/A		
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	7/1/2025	\$0	\$0
30	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	\$0	\$0
31	Security Authorization Package	Written	8/1/2025	\$0	\$0
SYSTEM DEPLOYMENT					
32	Converted Data Loaded into Production Environment	Software	N/A		
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	7/1/2025	\$0	\$0
34	Conduct Training	Non-Software	N/A		
35	Cutover to New Software	Non-Software	N/A		
36	Provide Documentation	Written	N/A		
37	Execute System Security Plan	Non-Software	N/A		
OPERATIONS					
38	Ongoing Hosting Support	Non-Software	7/1/2025	\$62,280	\$66,900
39	Ongoing Support & Maintenance	Software	7/1/2025	\$0	\$0
40	Conduct Project Exit Meeting	Non-Software	6/30/2027	\$0	\$0
41	Contract End of Life Transition	Non-Software	6/30/2027	\$0	\$0
TOTAL				\$62,280	\$66,900

One Click Certificate of Good Standing



Search Business

Business Information

Payment

Done

Business Details

Business Name: STRAIGHTERLINE, INC.

Business Type: Foreign Profit Corporation

Business Creation Date: 05/17/2024

Date of Formation in Jurisdiction: 07/29/2009

Principal Office Address: 950 N. Glebe Road, Suite 950, Arlington, VA, 22003, USA

Citizenship / State of Incorporation: Foreign/Delaware

Duration: Perpetual

Business Email: pleahy@preti.com

Notification Email: pleahy@preti.com

Business ID: 961321

Business Status: Good Standing

Name in State of Incorporation: STRAIGHTERLINE, INC.

Mailing Address: 950 N. Glebe Road, Suite 950, Arlington, VA, 22003, USA

Last Annual Report Year: 2025

Next Report Year: 2026

Phone #: 207-791-3117

Fiscal Year End Date: NONE

Acknowledgment will be sent to the business email on record unless otherwise requested.

I would like the acknowledgment to be sent to the following email address:

Email Address:

Note: Email address format is username@domain.net

Filing Fee:

Filing Fee: \$5.00

Electronic Filing Fee: \$2.00

Total Fees: \$7.00

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

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CERTIFICATE OF AUTHORITY

I, Matthew N. Hulett, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of StraighterLine, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 16, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

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

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

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

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

Dated: 6/2/25

Matthew N. Hulett
Signature of Elected Officer
Name: MATHEW HULETT
Title: CEO + PRESIDENT

