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

Lori A. Weaver  
Commissioner  
  
Iain N. Watt  
Director

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June 9, 2025

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Public Health Services, to enter into a project agreement with Slalom, Inc. (VC# 318836), Boston, MA, utilizing Salesforce Professional Services statewide contract #8002977 under the Department of Administrative Services Statewide Master Agreements for Salesforce Professional Services in the amount of \$2,700,000 to develop an integrated Environmental Health Data Management System, effective upon Governor and Council approval through December 31, 2026. 37% Federal Funds. 63% Other Funds (Radiological Fees and Lead Poisoning Prevention Fund).

The original Salesforce Professional Services contract was approved by Governor and Council on October 13, 2021, item #99; and amended on March 27, 2024, item #76; and most recently amended with Governor and Council approval on March 26, 2025, item #100.

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.

**05-95-90-900510-1628, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HELATH DIV, BUREAU OF INFORMATICS, STRENGTHENING PH INFRASTRUCTURE 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	90162805	\$600,000
2026	102-500731	Contracts for Program Svc	90162806	\$300,000
			<i>Subtotal</i>	<i>\$900,000</i>

**05-95-90-901510-5391, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HELATH DIV, BUREAU OF PUBLIC HEALTH PROTECTION, RADIOLOGICAL HEALTH FEES 100% Other Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	90033001	\$1,425,000
			<i>Subtotal</i>	<i>\$1,425,000</i>

**05-95-90-901510-5698, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HELATH DIV, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD POISONING PREVENTION FUND 100% Other Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	90037002	\$227,000
2027	102-500731	Contracts for Program Svc	90037002	\$50,000
			<i>Subtotal</i>	<i>\$277,000</i>

**05-95-90-901510-7964, HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: PUBLIC HELATH DIV, BUREAU OF PUBLIC HEALTH PROTECTION, LEAD PREVENTION 100% Federal Funds**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Svc	90036000	\$98,000
			<i>Subtotal</i>	<i>\$98,000</i>
			<b>Total</b>	<b>\$2,700,000</b>

**EXPLANATION**

The purpose of this request is for the Contractor to develop a Salesforce Environmental Health Data Management System to support the Department's environmental health programs and comply with regulatory requirements executed under the Healthy Homes and Lead Poisoning Prevention Program, Health Officer Liaison Unit, and Radiological Health Section. Currently, the Department has three separate databases to support these programs, which have reached end-of-life and are no longer sustainable. The Salesforce data management system will consolidate the data from all three databases and allow for ongoing implementation and compliance with RSA 130-A, Lead Paint Poisoning Prevention and Control; RSA 125-F, Radiological Health Program; RSA 128, Town Health Officers; and RSA 147.

The Environmental Health Data Management System (EHDMS) will support three programs' business needs by allowing Department staff to manage large amounts of data for each program, including tracking the issuance of licenses, registrations, appointments and certifications; tracking application statuses and sending renewal notices and invoices; tracking inspection timing, inspection results, compliance related activities, and the accounting of fees and fines. The EHDMS will be one (1) integrated system with individual modules for each program. In addition, the public will have access to the EHDMS to submit applications and payments electronically online, track the status of submitted applications, view their online profiles including any licenses and certifications and registered devices by location, and track financial transactions for billing purposes. The Contractor will work with the State's merchant card service provider for related PCI components.

Historical data from the three environmental health programs will be migrated into one integrated system, which will enable the development of standardized letters and reports.

The Healthy Homes and Lead Poisoning Prevention Program (HHLPPP) conducts hundreds of inspections and investigations annually to assure lead-safe environments for families and children in alignment with RSA 130-A. The HHLPPP licenses/certifies approximately 400 lead professionals, including lead abatement contractors, lead risk assessors, and lead inspection

contractors to support effective remediation of lead hazards in rental properties, childcares, and other facilities. In accordance with RSA 125-F, the Radiological Health Section (RHS) conducts hundreds of inspections annually to allow for the safe use of radiation emitting machines and materials. RHS registers and licenses approximately 2,000 businesses and service providers with approximately 7,000 devices and machines including x-ray machines and other radiological industrial devices located at medical offices, hospitals, dental offices, veterinarian offices, and industrial facilities. The Health Officer Liaison Unit appoints approximately 400 health officers and deputy health officers across the state to administer the requirements specified in RSA 128 and RSA 147, including conducting sanitary investigations, providing guidance and education to communities on public health concerns, and enforcing local health ordinances.

The Department will monitor Contracted services through agile methodologies, which is a flexible project management approach breaking down projects into smaller, manageable parts referred to as "sprints" or "iterations." The Contractor and the Department will collaborate on each sprint, review progress, and adjust as needed. This iterative approach allows for faster delivery, more Department involvement, and quicker adaptation to project changes and needs.

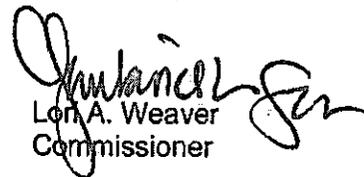
The Department selected the Salesforce Contractor through a Department of Administrative Services, Division of Procurement and Support Services, competitive bid process using a Request for Quotations (RFQ) that was posted on the Department's website from March 12, 2024, through April 19, 2024. The Department received two (2) responses that were reviewed and scored by a team of qualified individuals. The Contractor received the overall highest combined technical and cost score; this was not a low-cost bid. The Department subsequently negotiated with the Contractor to reduce project costs, resulting in a price limitation that is lower than the Contractor's original proposed cost, as indicated on the Scoring Sheet attached.

Should the Governor and Council not authorize this request, the Department will be unable to effectively license and oversee lead abatement professionals, facilities utilizing radiation emitting machines and radioactive materials, and other functions; with likely disruptions to business operations, risks to children and families, and delays in the issuance of licenses to regulated entities.

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number (ALN) 93.967, FAIN NE11OE000077; ALN 93.197, FAIN NUE2EH001457

Respectfully submitted,

  
Lon A. Weaver  
Commissioner

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

**Project ID #** RFQ-2024-DPHS-02-ENVIR (DAS RFQ 411-24)  
**Project Title** Environmental Health Integrated Data Management System

	Maximum Points Available	SLALOM, INC.	SPRUCE TECHNOLOGY, INC.						
<b>Technical</b>									
1. Ability to establish customized modules, functions, and components timely, meeting the business and technical requirements in Appendix B, Business & Technical Requirements Workbook.	30	26	15						
2. Ability to provide qualified key staff with subject matter expertise.	20	18	3						
3. Examples and/or demonstrations of experience with similar projects.	10	8	8						
4. Vendor Interviews	10	9	3						
<b>Subtotal - Technical</b>	<b>70</b>	<b>61</b>	<b>29</b>						
<b>Cost</b>									
Vendor Cost	30	23	30						
<b>Subtotal - Cost</b>	<b>30</b>	<b>23</b>	<b>30</b>						
<b>TOTAL POINTS</b>	<b>100</b>	<b>84</b>	<b>59</b>						
<b>TOTAL PROPOSED VENDOR COST</b>		<b>\$3,895,900</b>	<b>\$2,997,388</b>						

Reviewer Name
1 Arghya Banerjee
2 Chiahui Chawla
3 Beverly Drouin
4 CJ Jewkes
5 Lisa Lampron
6 Michele Roberge
7 Sandra Paul

Title
Radiation Machines Program Mngr
Bureau Chief, Public Health
Public Health Section Administrator
Public Health IT Lead
Administrator II
Bureau Chief, Public Health
Business Systems Analyst II



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

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Denis Goulet, *Commissioner*

May 27, 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 Project Agreement with Slalom, Inc. as described below and referenced as DoIT No. 2023-093.

The purpose of this request is to develop a Salesforce Environment Health Data Management System to support the Departments environmental health programs and comply with regulatory requirements executed under the Healthy Homes and Lead Poisoning Prevention Program, Health Officer Liaison Unit, and Radiological Health Section.

The Total Price Limitation for this Project agreement shall be \$2,700,000, effective upon Governor and Council approval through December 31, 2026.

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, appearing to read "Denis Goulet", with a horizontal line extending from the end of the signature.

Denis Goulet

DG/RA  
DoIT #2023-093

cc: Ken Gagne, IT Manager, DoIT

**Salesforce Environmental Health  
Integrated Data Management System  
Project Agreement**

**RFQ-2024-DPHS-02-ENVIR-01 (DAS RFQ #411-24)**

Contractor Name: Slalom, Inc.

Statewide Contract: Salesforce Professional Services (#8002977)

Project Agreement Effective Date: Effective upon Governor and Council Approval

The Contractor will commence services no later than forty-five (45) days after the Project Agreement Effective Date.

Project Agreement Completion Date: December 31, 2026

The terms and conditions of the Contractor's Master Service Agreement (MSA) shall survive the Completion Date of this Project Agreement.

Project Agreement Price Limitation: \$2,700,000

Contractor will comply with the following Project Agreement Attachments:

- Attachment 1: Business & Technical Requirements Workbook
- Attachment 2: DHHS Standard Exhibit D – Federal Requirements
- Attachment 3: DHHS Standard Exhibit E – DHHS Information Security Requirements
- Attachment 4: DHHS Standard Exhibit F – Business Associate Agreement

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5/30/2025

# New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

## Project Agreement (“Work Order”)

RFQ-2024-DPHS-02-ENVIR-01 (DAS RFQ #411-24)

This Work Order describes the ways of working between the New Hampshire Department of Health and Human Services, Division of Public Health Services (DPHS) (herein referred to as “DHHS” or “the State”), and Slalom, Inc. (the Contractor), in support of the RFQ # 411-24 for the Environmental Health Integrated Data Management System.

### 1. DESCRIPTION OF WORK

#### Project Overview / Objectives

The State needs to develop an Environmental Health Integrated Data Management System on the Salesforce platform to consolidate three existing environmental health data systems for the Healthy Homes and Lead Poisoning Prevention Program (HHLPPP), Health Officer Liaison Unit (HOLU), and Radiological Health Section (RHS). The objective is to modernize data management, integrate data sets, support online applications and payments, track licenses, certifications, registrations, appointments, inspections, investigations, compliance actions, and generate required reports and letters. The system must be scalable, performant with multiple users, and meet State security standards.

#### Scope and Deliverables

This project will be managed using agile methodologies, which starts with discovery to define initial scope, estimate user stories, and prioritize user stories into release plans. Proposed changes pass through a project documented change process and account for like-kind trade-offs in terms of story points sizing or revisions to the timeline. The State Contract Manager and Project Manager are empowered to make decisions related to scope or requirement additions, subtractions, or changes. When notified in writing by this group, Slalom will document the changes. If these decisions or changes have substantive impacts to the functionality, duration, or cost of the program, these changes will be documented in a mutually executed change order and executed by the parties via an Amendment to the State Project Agreement requiring NH Governor and Council approval. All original agreement language not modified via an Amendment will remain in full force and effect. Slalom will provide the following actions and deliverables as part of this work order.

#### Program Management

Slalom (“the Contractor”) will:

- Facilitate onboarding of new program team members.
- Define and deliver the ‘Big 3’ – Program Machine, Org & Role Clarity, and Measured Progress.
- Create and manage the delivery of the project plan, including sprint planning and execution.
- Manage governance process and provide updates on overall performance of the program including scope management, staffing, financials, risks/issues, and progress to milestones.
- Schedule and facilitate recurring status update meetings and daily standups.
- Execute the program using Agile methodologies and facilitate Agile ceremonies and events, including sprint retrospectives.
- Track, categorize, and prioritize all feedback coming out of each Sprint Review.
- Maintain a risk and issue log (RAID); escalate risks/issues according to defined process.
- Ensure deliverables meet quality and delivery excellence standards.
- Prepare content for and contribute to Steering Committee.
- Create deployment plan, including pre/post manual deployment steps and rollback strategy.
- Partner with the State to develop a hypercare support plan for end users, which will include defining the roles, responsibilities, and processes, to:
  - Capture, aggregate, and track issues and questions;
  - Triage issues and prioritize for resolution; and
  - Identify process, training or technology gaps.
- Schedule go-live based on State and DoIT preference (nighttime, weekend, blackout dates, etc.)

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## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

- Facilitate go / no-go decision meeting.

The State of New Hampshire, Department of Health and Human Services ("the State") will:

- Designate and provide the Contractor access to the State staff serving in project support roles throughout the project agreement, including the Project Agreement sponsor and stakeholders, each having suitable skills, experience knowledge, capacity, and subject matter expertise for their role.
- Provide promptly such information, documentation, decisions, approvals, and assistance as requested or necessary for the Contractor's performance and maintenance of project cadence.
- Identify stakeholders needed for Program Kickoff, Weekly Status reports, and Steering Committee updates.
- Ensure the required level of participation from all client stakeholders.
- Resolve any escalations and organizational barriers impeding progress to plan.
- Provide input to sprint planning and standups.
- Participate in sprint retrospectives.
- Purchase and make available Salesforce internal and portal user licenses, as well as any additional licenses needed, including but not limited to Copado, two weeks before build sprint 1.
- Partner with the Contractor on developing a support plan for end users.
- Make the go / no-go go-live decision.

Deliverables:

- Program Kickoff
- Bi-weekly project status reports
- Steering committee status updates
- Deployment plan
- Support plan

### **Process and Business Analysis**

The Contractor will:

- Schedule and lead interviews and discussions with the State program points of contact and other business subject matter experts to ensure business requirements are fully understood.
- Document application and inspection workflow artifacts for each Program/Application/Inspection where relevant.
- Document data fields needed for each application or inspection.
- Document data field and data migration needs.
- Review existing business processes (e.g., lead abatement supervisor permit application process, payment calculation and processing) and documentation.
- Define L2 future state process flows (i.e., role-based activities required to complete a specific transactional flow, with sequencing, handshakes, and decision points).
- Align the future state business processes with out-of-the-box Salesforce system functionality.
- Conduct iterative feature definition, review, and alignment.
- Document requirements and build and refine the product backlog.
- Define and document future state technical architecture, Salesforce integration landscape, and Entity Relationship Diagram (ERD).
- Complete solution designs and facilitate solution design decisions.
- Facilitate alignment of priorities with the State for feature/functionality and any revisions to scope, timeline and budget.

The State will:

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

- Provide the Contractor as-is process L2 flows and other as-is documentation at least one week in advance of project start to support an accelerated delivery timeline. If the State is not able to provide this documentation or the documentation is not of sufficient detail, impact will need to be assessed, and necessary changes executed using the formal change order process.
- Identify correct stakeholders to attend Contractor-led discovery sessions and schedule initial sessions.
- Meet commitment to work at the pace of the Contractor to meet the 6-week discovery timeline (i.e., kickoff meeting scheduled one week before start, 90% of discovery meetings are scheduled over the first 4 weeks, architecture decisions are made by week 6, etc.). Should the State not be able to maintain the pace, impact will need to be assessed, and necessary changes executed using the formal change order process.
- Have product owners (one for each program) approve acceptance criteria and priorities within sprint. If there is disagreement among the product owners for shared requirements, the Project Manager will make decisions within the sprint to clarify what Slalom should build.
- Sign off on completed user stories before each sprint begins.

### Assumptions:

- Any changes to program requirements or scope identified after initial discovery will be handled via the change control and the State's Project Agreement Amendment process.

### Deliverables:

- Full documentation of L2 process flows.
- High-level features, related epics, dependency and risk documentation and initial backlog of user stories (to be refined throughout discovery and delivery), including build-stage-ready stories.
- Alignment on build priorities.

## Salesforce

### The Contractor will:

- Define and document future state technical architecture, Salesforce integration landscape, and ERD.
- Design Salesforce visibility model and security settings with specific attention to privacy.
- Build Salesforce capabilities using out of the box (OOTB) features to address State requirements. If OOTB functionality does not satisfactorily meet business requirements, the State and the Contractor will collaboratively determine the most appropriate solution options to achieve business outcomes inclusive of business process changes.
- Complete build enhancements based on sprint demo feedback.
- Deliver a total of 18 reports and 3 dashboards across the HHLPPP, HOLU, and RHS programs, leveraging only out-of-the-box Salesforce functionality. Reports will be prioritized in collaboration with the State based on the requirements in Appendices C, D, and E of the RFQ.
- Build the Salesforce solution in English only. Salesforce supports a multi-lingual platform, and should the State want to expand scope to include additional languages, an assessment of effort and timeline impacts will need to be performed and executed using a formal change order and Project Amendment process.
- Use Salesforce Shield native capabilities related to encryption, event monitoring, and auditing requirements; no custom solutions will be implemented as part of this program.

### The State will:

- Provide the Contractor resources continued reasonable access to necessary State environments, technology, data, and resources for State application development and deployment, using State system environments only as necessary to provide the services.
- Provide the Contractor access to Salesforce environments, Jira, Copado, selected e-Signature solution and Payment Gateway.
- Provide design feedback and approvals.
- Participate in sprint demo sessions.

### Assumptions:

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

- Online/Offline: The solution will exclude offline capabilities for mobile devices.
- Mobile support will be limited to out-of-the-box Salesforce capabilities; no customizations specific to mobile will be implemented.
- Accessibility: Design and development of the portal will support WCAG 2.2 AA compliance. Salesforce's native product desktop and mobile accessibility functionalities meet the State's accessibility standards, and no additional configuration is required by the Contractor.
- Dashboards and reports: The Contractor will not be responsible for producing Tableau reports and dashboards.
- The State will own and manage the security of production workloads.
- While the three programs will co-exist within the same Salesforce org, they are expected to operate as distinct solutions with some shared components, such as the payments, financial process, and portal, which will follow a unified logic and data model across the relevant programs. Any divergence from standard behavior may require formal review and may be subject to a change order and the State's Project Agreement Amendment process.

### Deliverables:

- Technical architecture
- High level solution designs
- Salesforce portal
- Salesforce internal facing solution

### Testing

#### The Contractor will:

- Collaborate with the State to define the program test strategy, inclusive of key test phases, roles and responsibilities, defect management processes, and test metrics and reporting.
- Conduct in-sprint testing, including unit and functional testing for both desktop and mobile. Mobile testing will be limited to validation of responsive design for the public-facing portal (permits), ensuring compatibility in Safari and a Chromium browser and Safari for the inspection process - by visually confirming layout and usability, within the constraints of out-of-the-box Salesforce capabilities.
- Create test cases in a centralized workbook for ease of access for stakeholders.
- Track expected test results, defects, and resolutions.
- Plan and facilitate System integration test (SIT), including creating SIT test scripts with testing instructions for users to validate that the solution is working as expected, as defined by the user story acceptance criteria.
- Plan and facilitate user acceptance testing (UAT), including creating UAT test scripts with testing instructions for users to validate that the solution is working as expected, as defined by the user story acceptance criteria.
- Execute smoke testing after production deployment.

#### The State will:

- Provide testing resources for HHLPPP, HOLU and RHS who will work with in the testing timeline.
- Collaborate with the Contractor to plan and prepare for SIT and UAT, determine appropriate participants, and own test case execution within the mutually agreed upon timeframe.
- Prioritize bugs/enhancements.
- Plan and execute regression testing of existing functionalities built by other project teams.
- Plan and execute penetration testing, accessibility testing, and performance testing.
- Support smoke testing after Production deployment.

#### Assumptions:

- Automated testing for any aspect of the overall solution (Salesforce build, system integrations and data migration) is out of scope.

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

### Deliverables:

- Testing Plan
- SIT test scripts
- UAT test scripts

### DevOps

#### The Contractor will:

- Provide expected deployment timelines to DoIT staff so they can plan deployments to SIT, UAT, and Production environments.
- Own deployment activities to the QA environment for business testing and acceptance.
- Own back promotions from SIT to QA and Dev environments to ensure our team is working with the latest code from other agencies residing in the same Salesforce org.
- Assist DoIT with deployment activities from QA to the SIT, UAT, and Production environments.

#### The State will:

- Create any necessary Salesforce sandboxes for this project, and setup the DevOps sandbox pipeline to include these new sandboxes.
- Own deployment activities from QA to the SIT, UAT, and Production environments.
- Own back promotions to the SIT, UAT, and Production environments to ensure these environments have the latest code from all agencies residing in the same Salesforce org.
- Synchronize Salesforce environments based on the latest production code/Salesforce releases to reduce the risk of introducing any new bugs in shared environments.

#### Deliverables:

- Deployment cutover workbook, including pre and post manual deployment steps.

### Integrations

#### Slalom will:

- Build 1-2 integrations of low to medium complexity.
  - One integration will be with the State's payment processor.
  - Any subsequent integration will be evaluated to ascertain its complexity and criticality, ensuring it fits within the project's scope and resource allocation.
- Provide the State with Salesforce data schema with field-level details, and necessary permissions to implement an integration between Salesforce and the data warehouse.

#### The State will:

- Establish test environments for any non-Salesforce source systems for the purposes of integration testing.
- Participate in integration testing and provide feedback on solution.
- Design and implement a single sign-on solution (SSO) for Salesforce used by State staff.
- Design and implement an integration between Salesforce and data warehouse using Informatica's Intelligent Data Management Cloud (IDMC).

#### Assumptions:

- The solution design for eSignature will conform to the State's requirements as defined in Rule 8 of the Supplemental Rules of the Circuit Court of New Hampshire for Electronic Filing. This approach does not require additional software nor necessitate a Salesforce integration. Instead, the solution will be designed to ensure that electronic signatures meet the legal standards and formatting guidelines specified by the State. If custom Salesforce development is required to achieve compliance, it will be addressed through the formal change request process and the State's project amendment process. The Contractor will not be responsible for

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

establishing an integration to Tableau.

### Deliverables:

- Up to 2 integrations

### Data Migration

Data migration is a high-risk body of work that materially affects program outcomes. The Contractor has advised the State that the Slalom Data Migration Architect can be removed after the HHLPPP data migration build if the State has an experienced Data Migration resource that can independently manage the data migration activities for the remainder of the program. The State will have an experienced data migration architect to independently execute the required data migration activities.

### The Contractor will:

- Provide a data architect during the initial build phase of HHLPPP in advisory capacity to support the State in the migration of data for the foundational program.
- Provide a data load template for the purposes of data migration into Salesforce, which will include the Salesforce objects and fields (names, field types, available values, etc.) for the Bureau and DoIT teams prior to those teams performing data loads.
- Advise on data loads to ensure data is migrated to correct Salesforce objects/fields.
- Advise on data migration sequencing based on Salesforce data model dependencies and timing as part of the cutover plan.

### The State will:

- Complete a preliminary data analysis and mapping to Salesforce.
- Extract, consolidate, transform, cleanse, and load existing data in support of the initial data migration to Salesforce.
- Design, build, and execute the scripts for data migration.
- Execute test data loads before go-live to enable Salesforce functional testing and system integration testing.
- Test and validate migrated data for test data loads and production data load.
- Resolve any data migration or data quality issues.

### Assumptions:

- Data migration will involve less than 50 GB of data across an Access database, many Excel spreadsheets and an Oracle-based system. If data migration needs exceed that volume, full effort and complexity will need to be assessed and any additional support from Slalom will be executed using a formal change order process and the State's Project Amendment process.
- Salesforce Data Loader will be used to migrate data.
- Should the State need the Contractor to expand its data migration scope to include data migration, the change order process and the State's Project Amendment process will need to reflect issuance of a State laptop to the Contractor to adhere to security protocols.

### Deliverables:

- Data load templates ready for population with recommendations for successful data migration.
- Recommended sequence of data migration activities.

### Training

### The Contractor will:

- Conduct a high-level change impact assessment to identify the degree of impact across HHLPPP, RHS, and HOLU user groups providing a summary of critical changes to the State Product Owners based on Discovery

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

findings.

- Use insights from the change impact assessment to create a high-level training strategy. This strategy will leverage our Salesforce training accelerators and consider Bureau-specific needs to outline the approach, training methodology, required resources, and a roadmap aligned to the project milestones for HHLPPP, RHS, and HOLU.
- Develop training materials needed for the State trainers to conduct training sessions and provide training resources to enable internal and external users' learning journeys with the Environmental Health Salesforce System. Training materials must include:
  - One set of instructor-led training materials delivered in PowerPoint format with instructor notes to guide the delivery of the instructor-led training sessions for HHLPPP. Instructor led training will also leverage the use of a training sandbox and materials will include practice activities for learners to complete during the delivery of instructor led training.
  - One train-the-trainer session for the State trainers to learn how to deliver instructor led training to the State's HHLPPP Salesforce users.
  - One manual for HHLPPP Salesforce users (40 pages max) for core solution modules to aid internal existing and future users with comprehensive and concise training content.
  - Up to five quick reference guides (3 pages max per guide) for the Bureau's external constituents using HHLPPP functionality to provide easy reference for web-portal navigation, submission of applications and documents, status tracking, and performing online payments for fees and fines.

The State will:

- Create change management materials and facilitate change management and Project Amendment activities needed to drive engagement and adoption across user groups.
- Create and distribute internal and external communication to drive awareness across user groups.
- Leverage the Contractor's training strategy and materials created for HHLPPP (i.e., instructor led training assets, training manual, and reference guides for constituents) to develop training materials needed for State HOLU and RHS system users.
- Assign State resources to act as trainers/facilitators for HHLPPP instructor led training and ensure trainers/facilitators attend a train-the-trainer course facilitated by the Contractor's Salesforce Training Consultant to learn effective delivery practices for materials created by the Contractor.
- Schedule and lead the delivery of instructor-led training for State users who are impacted by HHLPPP, RHS, and HOLU deployments.
- Perform any necessary translations for training materials and the associated updates to original training materials including specific accessibility adjustments.
- Track measures of success for adoption and create/distribute training surveys or pulse checks to measure the effectiveness of training.
- Make any updates or revisions to HHLPPP quick reference guides for employees to account for system enhancements made after training deliverable sign-off.
- Develop an approach for hosting training materials including, but not limited to, using an LMS to list courses or materials for HHLPPP, RHS, and HOLU users to access.
- Ensure the availability of State subject matter experts for the Contractor's Salesforce Training Consultant who can provide input into training content design, review drafted material, and validate the State's processes covered in training.

Deliverables:

- One Training Strategy that includes insights from a high-level change impact assessment
- One set of instructor-led training materials
- One train-the-trainer session for State trainers
- One manual for HHLPPP Salesforce users (40 pages max)
- Up to five quick reference guides (3 pages max per guide) for HHLPPP external constituents

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## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

### Hypercare

The Contractor will:

- Collaborate with the State to implement the support plan, with emphasis on the Contractor's designated responsibilities.
- Review prioritized defects and estimate time to resolution.
- Resolve critical defects.
- Update and organize product backlog based on recent feedback and reported defects.

The State will:

- Jointly execute the support plan in partnership with the Contractor, ensuring the State fulfills its defined responsibilities.
- Prioritize defects and enhancements.

Assumptions:

- During the hypercare period, the core project team for the State and the Contractor will meet daily to review and prioritize defects and enhancements.

Deliverables:

- Resolution of critical defects.
- Product backlog containing enhancements and defects collected throughout the project.

### Ongoing Maintenance

The Contractor will provide up to 80 hours of fixed-capacity maintenance support during the remaining portion of the 1-year contract period following go-live, estimated to be 12 weeks:

The Contractor will:

- Define solution and advise on best practices and next steps for enhancements and defects prioritized by the State.
- Resolve critical defects by building and deploying changes.
- Advise on testing and deployment plans.

The State will:

- Request support.
- Document and prioritize enhancements and defects on an ongoing basis.
- Execute testing and deployment plans.

Assumptions:

- The 80 hours of maintenance support represents a fixed capacity and is not intended for large-scale enhancements or redesign efforts.
- If the 80-hour threshold is met or exceeded, any additional support will require a formal change order and may be subject to additional cost and resource availability requiring a Project Agreement Amendment approved by the NH Governor and Council.
- Requests will be addressed based on severity, priority and the remaining available capacity within the 80-hour allocation.
- Unused hours will expire at the end of the contract award period and will not roll over into future periods.

Deliverables:

- Resolution of critical defects
- Critical enhancements implemented

### Key Roles and Responsibilities

The State and the Contractor will review the key roles monthly and add or remove roles to accommodate changing needs upon State approval.

**New Hampshire Department of Health and Human Services  
Salesforce Environmental Health Integrated Data Management System**

Role	Responsibility	Responsible Party
<b>Project Manager</b>	Provides input and direction to the business teams. Serves as an escalation path for project issues putting the program at risk.	The State: Senior Project Manager (part-time)
<b>Contract Manager</b>	Monitors contract lifecycle of as it pertains to the state and the vendor regarding performance, deliverables and any work order changes or agreement amendments.	The State: Public Health Protection Bureau Chief (part-time)
<b>Project Owners</b>	Serve as the project sponsors to provide oversight and accountability for execution of the project through executive decision making.	The State: Division of Public Health Services Director (part-time) State IS Director (part- time)
<b>Subject Matter Experts</b>	Provides input and feedback during the discovery and development process for HHLPPP, HOLU, and RHS. Drives consistency and simplification of requirements and approach across multiple business functions. Advises the Product Owner on decision making. Participates in UAT and sprint demos.	The State: DHHS & DoIT SMEs (part-time)
<b>Data Migration Architect</b>	<ul style="list-style-type: none"> <li>• Serve as the primary point of contact for all data migration activities from legacy systems to Salesforce.</li> <li>• Collaborate with Slalom to finalize the data migration plan, including extraction, transformation, mapping, and load processes.</li> <li>• Work with internal technical teams to extract and provide clean, complete, and properly formatted data for use in test and production migration cycles.</li> <li>• Ensure alignment across business and technical teams on key migration decisions, such as deduplication rules, record ownership, and required transformations.</li> <li>• Use Salesforce Data Loader to execute migration activities in accordance with the defined data migration plan.</li> </ul>	The State (full-time)
<b>Integration Engineer</b>	<ul style="list-style-type: none"> <li>• Serve as the technical point of contact for all client-owned system integrations with Salesforce.</li> <li>• Collaborate with Slalom to review integration requirements and confirm source/target systems, data flows, and system behaviors.</li> <li>• Design and implement client-owned integrations (e.g., data warehouse connection via Oracle Integration Cloud) in accordance with security and architectural standards.</li> <li>• Establish and maintain test environments for integrated systems, ensuring readiness for integration testing and validation cycles.</li> </ul>	The State (part-time)

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**New Hampshire Department of Health and Human Services  
Salesforce Environmental Health Integrated Data Management System**

Role	Responsibility	Responsible Party
<b>Product Owners</b>	<p>Primary interface to the Slalom Program Manager and Salesforce Technical Architect. Responsible for direction, serving as the voice of business requirements, and access to key stakeholders. Works with the team to:</p> <ul style="list-style-type: none"> <li>• Review drafted user stories and acceptance criteria</li> <li>• Approve user stories and acceptance criteria to ensure they satisfy the business's requirements</li> <li>• Provide input to sprint planning and designs, as well as participate in stand-ups, demos, and retrospectives</li> <li>• Sign-off on completed user stories</li> <li>• Partnership with Salesforce Business Analyst &amp; QA Lead on User Acceptance Testing (UAT) test scripts and provides final sign-off</li> <li>• Train users and manage change</li> </ul>	<p>The State: Three (3) State staff: one for each Environmental Health program module (full- time)</p>
<b>State Training Lead</b>	<ul style="list-style-type: none"> <li>• Responsible for developing training material for HONU and RHS.</li> <li>• Responsible for delivering instructor-led training for HHLPPP, HONU, and RHS training sessions.</li> <li>• Responsible for scheduling and managing training enrollment.</li> </ul>	<p>The State (full-time)</p>
<b>Salesforce Technical Architect</b>	<ul style="list-style-type: none"> <li>• Owns Salesforce architecture, manages all development activities and development resources.</li> <li>• Partners with Product Owner, Business Analyst and Program Manager to ensure that each prioritized user story has a documented estimated level of effort and solution, leveraging OOB PSS functionality to address requirements.</li> <li>• When/where OOB functionality cannot address requirements, the Salesforce Technical Architect works with the Product Owner, Program Manager and the Technical Subject Matter Expert to escalate accordingly and propose alternative solutions where necessary.</li> </ul>	<p>Contractor (full-time)</p>
<b>Program Manager</b>	<p>Partners with client leadership to drive successful project delivery and serve as an escalation point.</p> <ul style="list-style-type: none"> <li>• Responsible for end-to-end delivery of the engagement to make sure the business and technical objectives are met.</li> <li>• Manages all project team members (including dedicated client resources) to ensure the team is meeting expectations, deadlines, and deliverables.</li> <li>• Leads the planning and scheduling of discovery sessions and supports BA and Technical Architect in discovery as needed.</li> <li>• Oversees creation of business and technical user stories (in collaboration with Technical Architect) and works with Product Owner and BA to prioritize user stories for each sprint.</li> <li>• Provides Weekly Status updates to project stakeholders, participates in Steering Committee meetings, manages issue/risks to resolution.</li> <li>• Coordinates, schedules, and leads agile ceremonies (Scrum, Demos, etc.), and tracks team capacity and velocity.</li> </ul>	<p>Contractor (full-time)</p>
<b>Program Manager – Health and Human Services Subject Matter Expert</b>	<ul style="list-style-type: none"> <li>• Provides best practices, industry insights, and points of view. Provides input and direction to the solution and future state vision to support the core team.</li> </ul>	<p>Contractor (part-time)</p>

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**New Hampshire Department of Health and Human Services  
Salesforce Environmental Health Integrated Data Management System**

Role	Responsibility	Responsible Party
<b>Program Manager - Accountable Executive</b>	<ul style="list-style-type: none"> <li>As the accountable leader for program delivery, provides executive direction to the program and serves as an escalation path for project issues that would put project delivery at risk.</li> </ul>	Contractor (part-time)
<b>Salesforce Business Analyst – Business Analyst</b>	<ul style="list-style-type: none"> <li>Drafts user stories with acceptance criteria, with input and review by business subject matter experts and Product Owner.</li> <li>Leads development and technical teams through regular backlog refinement.</li> <li>Documents functional test cases/scripts and delivers test plan.</li> <li>Executes in-sprint testing.</li> </ul> <p>Prepares UAT test scripts and organizes and facilitates UAT sessions for end-user validation.</p>	Contractor (full-time)
<b>Salesforce Business Analyst – QA Lead</b>	<ul style="list-style-type: none"> <li>Leads the creation and execution of in-sprint functional test scripts</li> <li>Leads the creation of UAT and end-to-end (SIT) test scripts and reviews them with the business for input and approval</li> <li>Leads the planning and execution of data migration testing</li> <li>Supports with planning and facilitating of UAT</li> <li>Documents defects and facilitates their triage and management, in collaboration with the Product Owner.</li> <li>Plans and conducts smoke-testing of functionality in the production environment post deployment</li> </ul>	Contractor (full-time)
<b>Salesforce Platform Developer</b>	<ul style="list-style-type: none"> <li>Collaborates with Technical Architect to understand technical solutions for prioritized user stories, completes development, and conducts smoke-testing in dev and test environments.</li> </ul>	Contractor (full-time)
<b>Salesforce Platform Developer - Configuration Consultant</b>	<ul style="list-style-type: none"> <li>Collaborates with Technical Architect to understand technical solutions for prioritized user stories, completes development, and conducts smoke-testing in dev and test environments.</li> </ul>	Contractor (full-time)
<b>DevOps Lead</b>	<ul style="list-style-type: none"> <li>Configures and/or develops the Salesforce solution based on designs from the Salesforce Solution Technical Lead</li> <li>Supports solution demonstrations to State audiences during sprint development</li> <li>Performs peer review of other Configurators'/Developers' updates</li> <li>Performs unit testing of the build.</li> <li>Collaborates with leads to define release sequence, timing and cutover steps for production planning</li> <li>Prepares and executes bulk metadata deployments</li> <li>Assists developers and configurators in troubleshooting and resolving deployment challenges</li> <li>Monitors the deployment pipeline, resolves deployment issues, performs manual steps in advanced environment(s) as needed</li> </ul>	Contractor (full-time)
<b>Salesforce Data Architect</b>	<ul style="list-style-type: none"> <li>Responsible for the data migration strategy and planning during the initial phase for HHLPPP.</li> </ul>	Contractor (part-time)

## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

Role	Responsibility	Responsible Party
<b>Integration Architect</b>	<ul style="list-style-type: none"> <li>Participate in the assessment of tool compatibility and provide technical input on integration feasibility and support implications.</li> <li>Collaborate with client technical teams to ensure test environments are in place and assist in facilitating integration testing cycles.</li> <li>Document integration designs and data flows, ensuring traceability across systems and alignment with solution architecture.</li> <li>Coordinate with DoIT to ensure seamless execution and transition of integration components to State teams for long-term support.</li> </ul>	Contractor (part-time)
<b>Salesforce Training Consultant</b>	<ul style="list-style-type: none"> <li>Responsible for conducting a High-level Change Impact Assessment.</li> <li>Responsible for creating a Training Strategy.</li> <li>Responsible for developing training materials and content for State trainers to use for training sessions with internal users and administrators.</li> </ul>	Contractor (part-time)

### 2. Project Agreements

The in-scope Services, anticipated project duration, planned outcomes and fee estimate are based on the following agreements including the State's execution of its responsibilities. Any incorrect assumption or delay or nonperformance of the Client responsibilities may result in delays or the Contractor's inability to perform its responsibilities.

#### Engagement and acceptance:

- This is a fixed fee engagement the defined scope of Services set forth herein. The Contractor will not invoice based on the actual time, effort, costs, or resources expended by the Contractor.
- The State has approved the Contractor resources as having the skillsets required to deliver this program.
- Sprint delivery acceptance occurs when the Product Owner approves that the delivered functionality meets the acceptance criteria via regular Sprint Demos.

#### Ways of working:

- The Contractor will routinely perform Agreement requirements remotely and will be available for periodic in-person meetings, which may include meetings to assess milestones and delivery dates.
- The Contractor will utilize reasonable efforts to retain and maintain assigned resources throughout this project. The Contractor reserves the right to utilize resources that were not originally assigned to the project, subject to the State's written approval. In the event the Contractor chooses to change, remove, or add resources to the project, the Contractor will notify the State and submit resource updates to the State for approval.
- The State will notify the Contractor in writing within five (5) calendar days of receiving a Deliverable from the Contractor and whether the State accepts or rejects that Deliverable. If no notification is delivered to the Contractor within this period, the Deliverable will be considered accepted.
- The State will identify SMEs that will provide enough representative use cases/requirements through participation in Discovery/Design to enable the solution implemented to scale for the State. These SMEs will participate in Sprint Demos and in User Acceptance Testing (UAT).
- The State will provide appropriate locations on State infrastructure for all regulated and/or sensitive data. All regulated and/or sensitive data will remain within designated State infrastructure. The Contractor will not use other infrastructure for this purpose.
- The State will comply with all applicable legal, privacy, security, and regulatory requirements to ensure the Services and any deliverables provided hereunder are consistent with such requirements. The State will promptly notify Contractor if any issues are identified regarding compliance with such requirements and the parties will discuss any change impact on the work as scoped.

**New Hampshire Department of Health and Human Services  
Salesforce Environmental Health Integrated Data Management System**

**Warranty:**

- The Salesforce Professional Services Agreement between Contractor and the State Section xi Warranty Services calls for 24x7 support with on-site support within 4 hours for any warranty claim. Contractor commits to addressing warranty claims within normal business hours. Contractor will work with the State to triage the issue, develop a plan for remedy including timeframe, and agree with the State whether Contractor staff will work on-site or remotely. In practice, the State has set expectations that any issue post go-live will be addressed first by the State Salesforce platform team, second by the enterprise signature support structure provided by Salesforce, or third by Slalom.
- The Salesforce Professional Services Agreement between Contractor and the State, Section xi Warranty Services, calls for "correcting all errors, and defects and deficiencies." For the purposes of this RFQ, warrantable errors, defects, and deficiencies are limited to Severity 1 defects that are caused by faulty workmanship (i.e., documented defects that cause complete application failure or application unavailability; application failure or unavailability in one or more Authorized Users locations; or systemic loss of multiple essential system functions).

**DISPUTE RESOLUTION**

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

The Parties shall use reasonable efforts to arrange meetings and/or telephone calls and/or virtual meetings 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:

<b>DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>Level</b>	<b>Contractor Point of Contact</b>	<b>State Point of Contact</b>	<b>Cumulative Allotted Time</b>
Primary	Program Manager	Bureau Chief, Public Health Protection, Division of Public Health Services (DPHS)	Five (5) Business Days
First	Accountable Executive	DPHS Information Services Lead	Ten (10) Business Days
Second	Managing Director	Director, DPHS	Fifteen (15) Business Days
Third	General Manager	Commissioner, Department of Health and Human Services	Twenty (20) Business Days

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

**3. DURATION OF WORK/SCHEDULE and MILESTONE SCHEDULE**

Project Agreement Effective Date: Effective Upon NH Governor and Council Approval.

Contractor services under this Project Agreement shall commence no later than forty-five (45) days after the Agreement Effective Date and continue through December 31, 2026.

**Milestone/Invoice Schedule**

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## New Hampshire Department of Health and Human Services Salesforce Environmental Health Integrated Data Management System

The Contractor shall perform the Services set forth in this Project Agreement in accordance with the following Milestone Schedule that indicates, for each Milestone, the associated Deliverables, Completion Dates, and Fee Amounts. Invoices shall be payable within 30 days of invoice date upon Department approval of Milestones and/or acceptance of Deliverables.

The Contractor shall perform the Services set forth in this Work Order in accordance with the following Invoice Schedule that indicates Invoicing Date and the Fee Amount.

Milestone or Deliverable(s)	Expected Completion Date	Fee Amount
Design and Discovery	August 31, 2025	\$366,186
Salesforce Build Sprints 1 and 2	September 28, 2025	\$335,470
Salesforce Build Sprints 3 and 4	October 26, 2025	\$389,505
Salesforce Build Sprints 5 and 6	November 23, 2025	\$389,505
Salesforce Build Sprints 7 and 8	December 21, 2025	\$335,470
Salesforce Build Sprints 9 and 10	January 25, 2026	\$351,793
SIT/UAT	February 22, 2026	\$281,434
Hypercare	March 29, 2026	\$234,234
Maintenance	June 27, 2026	\$16,403
<b>Total</b>		<b>\$2,700,000</b>

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have caused this work order to be duly executed.

**The NH Department of Health & Human Services**

Signature: Iain Watt  
D7788863F9704C7...  
 Print Name: Iain Watt  
 Title: Director - DPHS  
 Date: 5/30/2025

**Slalom, Inc**

DocuSigned by:  
 Signature: Russell Norris  
C1960F272E2046C...  
 Print Name: Russell Norris  
 Title: General Manager  
 Date: 5/30/2025

Attachment 1 - Business and Technical Requirements Workbook

BUSINESS REQUIREMENTS							
State Requirements			State Program Areas			Vendor	
Req #	Requirement Description	Criticality	Lead	HOLU	RHS	Vendor Response	Delivery Method
<b>For Internal System Users:</b>							
	The system must allow for the internal system users to:						
B1.1	have a unique role-based login consisting of a username and password to access the System. Ex. User roles: User, Legal Specialist, Licensing Specialist, Environmentalist, and System Administrator.	M	Y	Y	Y	Y	S
B1.2	view, add, modify and delete, information based on role	M	Y	Y	Y	Y	S
B1.3	run reports based on role	M	Y	Y	Y	Y	S
B1.4	a minimum of 50 Named Users	M	Y	Y	Y	Y	S
B1.5	access a modular based system (i.e., Lead, HOLU, RHS)	M	Y	Y	Y	Y	S
B1.6	ability to support concurrent users with no performance issues.	M	Y	Y	Y	Y	S
<b>For System Administrator(s):</b>							
	The system must allow for the system administrator(s) to:						
B2.1	add new users, delete existing users, and assign roles	M	Y	Y	Y	Y	S
B2.2	assign, maintain, and grant permissions based on role	M	Y	Y	Y	Y	S
B2.3	use a unique login consisting of a username and password to access the administrative GUI (Graphical User Interference)	M	Y	Y	Y	Y	S
B2.4	run administrator reports	M	Y	Y	Y	Y	S
B2.5	access system administration by module(s)	P	Y	Y	Y	Y	S
<b>General Support Services- Vendor</b>							
	The selected Vendor must:						
B3.1	Data Management System must be developed in the State's licensed Multi-tenant Salesforce Environment <u>not</u> in the selected Contractor's Salesforce environment) and shall be the property of the State.	M	Y	Y	Y	Y	S
B3.2	provide ability to import program related data prior to go live in order for staff to be ready to go live and function without interruptions.	M	Y	Y	Y	Y	S
B3.3	provide documentation and documentation updates to include user manuals, State approved custom code changes, system flow documentation (logical and physical), and system operations	M	Y	Y	Y	Y	S
B3.4	-- Provide Project Documentation, both electronic and paper	M	Y	Y	Y	Y	S

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Attachment 1 - Business and Technical Requirements Workbook

B3.5	Develop training materials needed for the State trainers to conduct training sessions and provide training resources to enable internal and external users' learning journeys with the Environmental Health Salesforce System. Training materials to must include: - One set of instructor-led training materials (delivered in PowerPoint format with instructor notes) to guide the delivery of the instructor-led training sessions for HHLPPP. - Instructor led training will also leverage the use of a training sandbox and materials will include practice activities for learners to complete during the delivery of instructor led training. - One train-the-trainer session for the State trainers to learn how to deliver instructor led training to the State's HHLPPP Salesforce users. - One manual for HHLPPP Salesforce users (40 pages max) for core solution modules to aid internal existing and future users with comprehensive and concise training content. - Up to five quick reference guides (3 pages max per guide) for the Bureau's external constituents using HHLPPP functionality to provide easy reference for web-portal navigation, submission of applications and documents, status tracking, and performing online payments for fees and fines.	M	Y	Y	Y	Y	S
B3.6	provide qualified vendor staffing for training NH integrated data management users	M	Y	Y	Y	Y	S
B3.7	provide qualified vendor staffing for data migration	M	Y	Y	Y	Y	S
B3.8	-- Competency and experience migrating legacy Tables (i.e., Excel, Oracle, Access)	M	Y	Y	Y	Y	S
B3.9	-- Competency and experience migrating historical Data (i.e., Excel, Oracle, Access)	M	Y	Y	Y	Y	S
B3.10	provide qualified vendor staffing for assistance with initial configurations.	M	Y	Y	Y	Y	S
B3.11	provide "How To" instructions for creating various custom/ad hoc reports based on the functionality of each module.	M	Y	Y	Y	Y	S
B3.12	provide qualified vendor staffing to onboard electronic files to the system	M	Y	Y	Y	Y	S
B3.13	provide integration with the Enterprise Data Warehouse (State of NH - EBI)	M	Y	Y	Y	Y	S
<b>System Administration - Vendor</b>							
The selected Vendor must:							
B4.1	provide administrative services to include: - various data exchanges with other related software systems, (e.g., NH First-State Financial system, Enterprise Business Intelligence EBI)	M	Y	Y	Y	Y	S
<b>System Features:</b>							
The selected Vendor must provide an Environmental Health data management system that allows for:							

Attachment 1 - Business and Technical Requirements Workbook

B5.1	a web browser-based application with both internal and external views as necessary. <b>Examples - External User (not limited to):</b> -- List of machines registered -- List of Sites -- List of Services Provided -- List of Individuals for a Service Provider -- List of Days Used by a Reciprocity Applicant -- View copy of License/Registration	M	Y	Y	Y	Y	S
B5.2	ability to use both standard Desktop and Mobile Internet browsers (e.g., Chrome, Edge, Safari)	M	Y	Y	Y	Y	S
B5.3	API capabilities	P	Y	Y	Y	Y	S
B5.4	interfaces to other software systems including (NH First-State Financial system) and also including options for real time connections or scheduled jobs. (Using Standard Based Specifications, when possible.)	M	Y	Y	Y	Y	S
B5.5	ability to display the logged on User ID in specific screens. Ex: Overridden Inspection Due Date	M	Y	Y	Y	Y	S
B5.6	User-defined fields per program area - Minimum of 5 text, 5 date, 5 numeric	M	Y	Y	Y	Y	S
B5.7	ability to have multiple windows open (bounce between various screens such as licensing, inspections, complaints)	M	Y	Y	Y	Y	S
B5.8	ability to run batches based on programmatic workflow needs: <b>Examples (not limited to):</b> - List of sites that need an initial inspection. - List of professionals whose license has expired. - List of devices which contain isotopes which may have decayed.	M	Y	Y	Y	Y	S
B5.9	<b>Configuration: Examples (not limited to):</b> - Ability to configure the Business Rules with limited vendor training and support - configure the application when business processes change due to State or Federal rule changes. - when new rule(s) are added, ensure the old rule set becomes inactive.	M	Y	Y	Y	Y	S
B5.10	<b>Notifications/Alerts - Internal - Examples (not limited to):</b> - When a licensed Professional or Contractor has missed a renewal date. - When a staff member has overdue or missed investigation or worksite compliance inspection due date. - When fines are not paid. - When a property has missed a compliance due date. - Violation history of a site/property/licensed professional prior to the inspection process.	M	Y	Y	Y	y	S
B5.11	<b>Notifications/Alerts - External - Examples (not limited to):</b> - ability to auto-generate (automate) a series of reminder notices for Licensees based on their expiration date.	M	Y	Y	Y	y	S

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Attachment 1 - Business and Technical Requirements Workbook

B5.12	ability to generate a series of reminder notices for Licensees.	M	Y	Y	Y	Y	S
B5.13	ability to inactivate/re-activate sites, registrants or machines	P	Y	Y	Y	Y	S
B5.14	ability for field staff to manually upload data from a flat file with field inspection data collected while offline to the System.	M	Y	N	N	Y	S
B5.15	<b>Work Flow:</b> - The System must allow users to assign tasks, track completion and enforce path and escalation.	M	Y	Y	Y	Y	S
B5.15.1	ability to provide State Staff with notification that a task assignment needs to be completed. The System should automatically generate workflow assignments based on certain events that occur in the System.(One example would be once a license application is approved, the inspector needs to conduct the licensing inspection.	M	Y	Y	Y	Y	S
B5.15.2	ability to provide manual override of work flow alerts when necessary. - Examples include: License amendment extensions, complinace due date extensions	M	Y	Y	Y	Y	S
B5.16	<b>Task Assignment List</b> - ability to view and edit task list - ability to notify the individual who has had a change to their task list.	M	Y	Y	Y	Y	S
B5.16.1	system must provide task lists for inspections and investigations for field staff - Child referral investigations (no HIPAA info will be stored) - Work site compliance inspections	M	Y	Y	Y	Y	S
B5.17	Fields needed for HONU: ability to track the type of environmental health problem from a pull down menu of specific items (e.g., Housing conditions, pests, bed bugs, etc.) and a free text field for documenting case notes.	M	N	Y	N	Y	S
B5.18	Fields needed for HONU: ability to track the type of population at risk from a pull down menu of specific items (e.g., adult, child, animal, etc.)	M	N	Y	N	Y	S
B5.19	<b>Work Queue(s):</b> - System must be able to accommodate a "work queue" for all state staff who use the application to include - <b>Examples (not limited to):</b> - Work assigned - Required variances - Courtesy letters - Extensions - Licensing - etc.	P	Y	Y	Y	Y	S
B5.19.1	- Include an indicator of status of all items	P	Y	Y	Y	Y	S
B5.19.2	- Include an indicator of new items entered	P	Y	Y	Y	Y	S

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Attachment 1 - Business and Technical Requirements Workbook

B5.20	<b>Imaging:</b> - ability to link to records (images) such as photos, pdfs, word, excel. - ability to support import and linking of images and files and send to Property Owners & Licensed Lead Professionals and RRP Contractors.	P	Y	N	N	Y	S
B5.20.1	provide a method for storing electronic copies of support documents and relating them to a License, RRP Contractor, property owner or property record. See Attachment for examples (submitted as paper copies or via email as "Microsoft Office" Document (Word, Excel, etc.)	P	Y	N	N	Y	S
B5.20.2	ability to insert, view and print violation photographs taken while performing inspections using a digital camera or Smart phone - ability to insert photos into the narrative document	P	Y	N	N	Y	S
B5.21	<b>Ease of Navigation:</b> Display applicable screens and functionality essential to each program area <b>Examples (not limited to):</b> - Referrals, Inspections, Property Owner, Orders, Worksite Compliance, Legal, Correspondence, Machines, Materials, Reciprocity, and Service Providers	M	Y	Y	Y	Y	S
B5.22	ability to provide a detailed audit trail (adds, edits, deletes by logged on user)	M	Y	Y	Y	Y	S
B5.23	the ability to distribute documents in the following methods - print a paper copy - email an electronic copy as attachment.	M	Y	Y	Y	Y	S
B5.24	the ability to enter and track Financial Transactions:	M	Y	N	Y	Y	S
B5.24.1	-- ability to assign an invoice or reference number, as applicable	M	Y	N	Y	Y	S
B5.24.2	-- the entry of payments pertaining to specific License and Certification records.	M	Y	N	Y	Y	S
B5.24.3	-- ability to calculate fines due.	M	Y	N	Y	Y	S
B5.24.4	-- ability to pay fines due electronically	M	Y	N	Y	Y	S
B5.24.5	-- ability to track paid/unpaid licensing fines and fees	M	Y	N	Y	Y	S
B5.24.6	-- ability to track paid/unpaid lead investigation fines	M	Y	N	Y	Y	S
B5.24.7	-- ability to set up Payment Plans: - fines due - registrations	P	Y	N	Y	Y	S
B5.24.8	-- ability to accept and track checks	M	Y	N	Y	Y	S
B5.24.9	-- Application must use the State of NH's processing bank	M	Y	Y	Y	Y	C
B5.24.9.1	- Certified with JP Morgan Chase	P	Y	Y	Y	Y	C
B5.25	ability to track enforcement issues	M	Y	Y	Y	Y	S DS

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B5.25.1	ability to collect and store information regarding enforcement actions.	M	Y	Y	Y	Y	S
B5.25.2	ability to track enforcement actions relative to - Licensee, Lead Professionals, Certified RRP Contractor, Property Owners or Property, or Others - Street address, town, city or DPHS efforts  Ex: Verbal warning, written warning, and notice of violation	M	Y	Y	Y	Y	S
B5.26	ability to track RHS licensees, registrants and devices. For HHLPPP, ability to track dwelling, dwelling units and licensees. For HOLU ability to track appointed Health Officers and Deputy Health Officers.	M	Y	Y	Y	Y	S
B5.26.1	ability to categorize licensees, registrants, devices, and dwellings.	M	Y	Y	Y	Y	S
B5.26.2	ability to capture and track data entered for inspections, investigations, correspondence and findings that is associated with each licensee, registrant for RHS; for HHLPPP dwelling, dwelling unit and licensee; and for HOLU appointed Health Officer and Deputy Health Officer.	M	Y	Y	Y	Y	S
B5.26.3	ability to capture and track data associated with change of ownership for dwelling and dwelling units for HHLPPP. Ability to transfer data from previous owner to new owner for RHS.	M	Y	N	Y	Y	S
B5.26.4	a hierarchy in which one or more of the Dwelling unit numbers are linked to the physical location of the Dwelling.	M	Y	Y	Y	Y	S
B5.26.5	ability to track the compliance by Dwelling exterior and Dwelling unit interior, common areas, soil, and outbuildings on the same property (e.g. In Violation, Closed, Administratively closed)	M	Y	Y	N	Y	S
B5.26.6	ability to track how and when compliance is achieved for the Interior of the Dwelling units and exterior of the Dwelling. (e.g abatement, interum controls, Administratively Closed, or Removal from the Rental Market)	M	Y	N	N	Y	S
B5.26.7	ability for the State user to enter case notes in the system regarding telephone conversations, in person, or email correspondence associated with licensees, registrants, dwellings, dwelling units, and appointments and store it by date order.	M	Y	Y	Y	Y	S
B5.26.8	ability to attach files to Dwellings, Dwelling units, Licensee, certified or appointed professionals, and Registrants. (Examples include: .msg, .pdf, .docx, .xlsx, .png, .mp4)	M	Y	N	Y	Y	S
B5.26.9	ability to document through pull down menus, the compliance status of both the interior and exterior of the Dwelling and dwelling unit that has been entered into the system.	M	Y	N	N	Y	S
B5.26.10	ability to track the name of Lead Abatement Company or Reciprocity Applicant and their NH License number performing work at the Dwelling, dwelling unit or site location that has been entered into the system.	M	Y	N	Y	Y	S

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B5.27	ability to track all licenses and certification history viewable by staff: - Lead - Inspectors, Risk assessors, Abatement Contractors, Abatement Supervisor, Abatement Workers, RRP Contractor - HOLU - Health Officers, Deputy Health Officers, Town Administrator - RHS - Service Providers and Machines	M	Y	Y	Y	Y	S
B5.28	ability for user to store and select from among multiple "mail to" and physical/legal addresses.	O	Y	Y	Y	Y	S
B5.29	ability for State user to store and select from multiple email addresses.	O	Y	Y	Y	Y	S
B5.30	ability to enter demographics of the person, including DOB/age, occupation, educational degree, certifications, position type, license date, expiration date, and years of service.	O	Y	Y	Y	Y	S
B5.31	ability to track the status of a license, registration and appointment application.	M	Y	Y	Y	Y	S
B5.32.1	-- ability to track the licensee and certification information (name, license number, address, phone number, email address, company information, license status, picture, training history etc.)	M	Y	Y	Y	y	S
B5.32.2	-- tracking new, edited, change of licensing for all abatement contractors, supervisor, and workers, trainers, inspectors, Risk assessors, and Renovate, Repair & Paint (RRP) certified contractors.	M	Y	Y	Y	y	S
B5.32.3	-- scheduling and tracking of licensing and worksite compliance site visits	M	Y	N	Y	Y	S
B5.33	scheduling and tracking of investigations/inspections:	M	Y	Y	Y	Y	S
B5.33.1	-- ability to auto-generate the date and time of the deadline that the investigation/inspection needs to be completed	M	Y	Y	Y	Y	S
B5.33.2	-- ability to calculate the date and time of the deadline that the investigation/inspection based on the age and blood lead level (in mcg/dl) of the child.	M	Y	N	N	Y	S
B5.33.3	-- scheduling and tracking of licensing and worksite compliance site visits	M	Y	N	Y	Y	S
B5.33.4	-- ability to override the investigation/inspection due date.	M	Y	N	Y	y	S
B5.33.4.1	-- allow for mandatory comment(s) justifying the override.	M	Y	N	Y	y,	S
B5.33.5	-- ability to allow fields for comments.	M	Y	Y	Y	y	S
B5.33.6	-- the ability for management to review/approve investigation/inspection results.	P	Y	N	N	y	S
B5.38.6.1	-- ability for review/approve investigation/inspection results to be optional	P	Y	N	N	y	S
B5.39	ability for the program areas to export email addresses by group for mass-emailing to Licensees and Property owners.	M	Y	Y	Y	Y	S

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B5.39.1	-- ability to email inspection results to Licensee.	M	Y	N	N	Y	S
B5.40	ability to produce Renewal applications with populated information based on the previously submitted License/Certification or Service Provider Registration.	M	Y	N	Y	Y	S
B5.40.1	ability to automatically generate renewal reminder(s) within a set number of days prior to expiration and include the Renewal application: Examples (not limited to): -- Removal from the Rental Market (RFRM) - renewed annually -- Certifications -- Licenses	M	Y	N	Y	Y	S
B5.41	ability to auto assign ID numbers: Examples (not limited to): -- Referral (child) -- Property (Dwelling or Dwelling Unit) -- Licensee/Certified Professional -- Machine Registrant -- Materials -- Service Providers -- Health Officer -- Deputy Health Officer	M	Y	Y	Y	Y	S
B5.42	Consecutive Numbering:	M	Y	Y	Y	Y	S
B5.42.1	ability to manually assign consecutive numbers for program area purposes.	M	Y	Y	Y	Y	S
B5.42.2	ability to create a consecutive number, using the same system as currently being used.	M	Y	Y	Y	Y	S
B5.42.3	ability to give all properties receiving Letters of Recommendation a consecutive number.	P	Y	N	N	Y	S
B5.43	ability to track properties for the 60 day letters.	M	Y	N	N	Y	S
B5.44	ability for manual data entry by staff - requests received via paper form (Licensing Application, Variance, etc.)	M	Y	Y	Y	Y	S
B5.45	ability to track continuing education requirements for Licensees.	M	Y	Y	N	Y	S
B5.46	ability to access/query historical data - inspections, warnings, violations/sanctions (violations on last inspection should be flagged by System during a current inspection) - legal activities assessed per licensee, certified RRP Contractor, or Owner Contractor, Registrants, et al.	M	Y	Y	Y	Y	S

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B5.47	ability to track written records of conversations whether via telephone, in person or through email correspondence associated with a licensee and store it for display by date order: Examples (not limited to): -- licensee -- complaint -- registrant -- certificant	M	Y	Y	N	Y	S
B5.48	ability, through a pull down menu, to document the full name of the staff member associated with correspondence (emails, letters, notes, etc.)	M	Y	Y	Y	Y	S
B5.48.1	ability, through a pull down calendar menu, to select the date associated with correspondence.	M	Y	Y	Y	Y	S
B5.48.2	ability, through a pull down menu, to select the type of person the correspondence is with (e.g. Property owner, licensee, tenant, Property Mgr, legal, HUD program, Registrants).	M	Y	Y	Y	Y	S
B5.49	ability to track the date the referral was made from the Nurse Case Manager to the HHLPPP Investigator.	M	Y	N	N	Y	S
B5.49.1	ability to track the address of the referral made by the Nurse Case Manager to the HHLPPP Investigator.	M	Y	N	N	Y	S
B5.49.2	ability to track the type of referral made by the Nurse Case Manager (by full name) to the HHLPPP Investigator (e.g. full investigation, visual)	M	Y	N	N	Y	S
B5.50	ability to document the date the Property Owner received the Order of Lead Hazard Reduction.	M	Y	N	N	Y	S
B5.50.1	ability to calculate from the date the Property Owner received the Order of Lead Hazard Reduction to the Due Date for compliance.	M	Y	N	N	Y	S
B5.50.2	ability to calculate from the date the Licensee or Registrant received the Notice of Violation to the Due Date for response.	M	N	N	Y	Y	S
B5.51	ability to document which of the five steps of compliance the Property Owner has completed: -- Ability to pay or applying for funding -- Hiring a Risk Assessor -- Developing a Lead Hazard Reduction Workplan -- Contractor onsite -- Final clearances	M	Y	N	N	Y	S
B5.51.1	ability to allow the user to change the compliance due date. (i.e., extensions)	M	Y	N	N	Y	S
B5.51.2	ability to allow the user to change the compliance status (e.g. Open, Closed).	M	Y	N	Y	Y	S
B5.52	ability to allow the user to document the start date on the Notification of Work Form	M	Y	N	N	Y	S
B5.53	ability to allow the user to document Reciprocity Activity Start/End Dates.	M	N	N	Y	Y	S
B5.54	ability to pull text from the RSA 130A Statute, He-P 1600 rules, or federal USEPA Renovate, Repair & Paint rules that auto-populate letters to licensee and property owners.	M	Y	N	N	Y	S
B5.54.1	ability to select from a list of specific RSAs (from a list of 10-20 laws) that apply to the health problem or enforcement action. The system should be able to add new RSAs in the future.	M	Y	Y	N	Y	S

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B5.55	Comment field sections must be at least 5,000 characters.	M	Y	Y	Y	Y	S
B5.56	<b>Extension Request:</b>						
B5.56.1	-- ability to track the number of Extensions given.	M	Y	Y	N	Y	S
B5.56.2	-- ability to track the original compliance due date and due dates of each extension given.	M	Y	Y	N	Y	S
<b>Reports/Forms/Letters</b>							
	The following Reports, Forms, & Letters are examples and are required to be developed by the selected Vendor or through a vendor provided tool:						
B6.1	Lead examples - See Appendix C	M	Y	N	N	Y	S
B6.2	HOLU examples - See Appendix D	M	N	Y	N	Y	S
B6.3	RHS examples - See Appendix E	M	N	N	Y	Y	S
B6.4	<b>Reporting:</b> - ability to export standard reports to: Excel, PDF documents, or csv files.	M	Y	Y	Y	Y	S
B6.5	<b>Forms/Letters (Templates):</b> - ability to create/modify emails, letters and forms templates - ability to merge data into emails, letter and forms from the database fields	M	Y	Y	Y	Y	S
B6.6	Ability to include State of NH Seal and Letterhead to documents	M	Y	Y	Y	Y	S
B6.7	Provide a method to track revision history	M	Y	Y	Y	Y	S
B6.8	Ability to pull data by: <b>Examples (not limited to):</b> - date licensed or certification - number of individuals licensed in a given period - number of warnings - fines - violations issued during a given period - due dates of refresher, training - due dates of third party exams - number of compliance inspections - license date and expiration date	M	Y	Y	Y	Y	S
B6.9	Ability to save/link associated reports/forms/letters	M	Y	Y	Y	Y	S
<b>Field Staff Remote Access Module</b>							
	The selected Vendor will provide for Environmental Health-Field Staff Users the ability to enter data remotely using a State issued mobile devices that allows for the:						
B7.1	ability to enter/view inspection results.	M	Y	N	N	Y	S
B7.1.1	-- ability for Inspectors to perform field inspection tasks using state provided portable devices.	M	Y	N	N	Y	S

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B7.1.2	-- multiple inspection forms may be required for a single inspection.	M	Y	N	N	Y	S
B7.1.3	-- ability to choose the inspection form(s) required for an inspection.	M	Y	N	N	Y	S
B7.2	Ability to upload data from flat files.	M	Y	N	N	Y	S
B7.2.1	Assist with creation of flat files for upload for program area.	M	Y	N	N	Y	S
B7.3	ability to work remotely.	P	Y	N	N	Y	S
B7.3.1	-- ability to view and edit work queues as necessary.	P	Y	N	N	Y	S
<b>Online Portal - External Users</b>							
B8.1	The selected Vendor will provide an Environmental Health Online Portal for external users that allows for: an Online Application/Registration Process with the following:	M	Y	Y	Y	Y	S
B8.1.1	- ability to create an external User Name/Password	M	Y	Y	Y	Y	S
B8.1.2	- ability to reset password automatically	M	Y	Y	Y	Y	S
B8.1.3	- ability to submit (upload) electronically all of the associated documents and/or photographs required for a particular license type or registrant	M	Y	Y	Y	Y	S
B8.1.3.1	- photo must meet requirements	M	Y	Y	N	Y	S
B8.1.3.2	- include instructions about the license type or registrant application process	M	Y	Y	Y	Y	S
B8.1.4	- ability to provide a full preview of forms before beginning (will keep from starting a task before all info needed has been gathered)	P	Y	Y	N	Y	S
B8.1.4.1	-- Role based as needed	P	Y	Y	N	Y	S
B8.2	- ability to allow form(s) to be pre-populated with data	M	Y	Y	Y	Y	S
B8.3	- ability to allow for fields to be "required"	M	Y	Y	Y	Y	S
B8.4	- ability to allow user to save and return later	M	Y	Y	Y	Y	S
B8.5	- once final submission, no longer editable	M	Y	Y	Y	Y	S
B8.6	- ability to allow for online payments	M	Y	Y	Y	Y	C
B8.6.1	- after internal review and approval	M	Y	Y	Y	Y	S

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B8.6.2	- unique identification number ("invoice number")	M	Y	Y	Y	Y	S
B8.7	<b>a Removal From the Rental Market application or Request for Use of Abatement Alternative:</b> - must allow for the application and supporting documents to be submitted via the portal.	M	Y	N	N	Y	S
B8.8	<b>a Licensing or Registration application:</b> - must allow for a Lead Licensing or Registration application to be submitted via the Secure Portal.	M	Y	Y	Y	Y	S
B8.8.1	- must allow the ability to submit electronically all of the associated supporting documents required.	M	Y	Y	Y	Y	S
B8.9	<b>a Variance Request application:</b> - must allow for a Variance Request application to be submitted via the Secure Portal.	M	Y	N	N	Y	S
B8.9.1	- must allow the ability to submit electronically all of the associated supporting documents required.	M	Y	N	N	Y	S
B8.10	<b>an Extension Request:</b> - must allow for the request to be submitted via the Secure Portal.	M	Y	Y	N	Y	S
B8.11	<b>a Notice of Work Form Request:</b> - must allow for the request to be submitted via the Secure Portal.	M	Y	N	N	Y	S
B8.12	ability for all License or Registration applications to be accessible via the Public Portal with instructions about application process.	M	Y	Y	Y	Y	S

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

### SECTION A: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

#### ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

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

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

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

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

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- 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every contract officer on whose contract activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected Agreement;
  - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific Agreement.

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

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

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

## SECTION B: CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, loan, or cooperative agreement (and by specific mention sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, loan, or cooperative agreement (and by specific mention sub- contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, see <https://omb.report/ici/201009-0348-022/doc/20388401>
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

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

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

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

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction; unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties) <https://www.ecfr.gov/current/title-22/chapter-V/part-513>.

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

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9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

### PRIMARY COVERED TRANSACTIONS

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

### LOWER TIER COVERED TRANSACTIONS

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

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

### SECTION D: CERTIFICATION OF COMPLIANCE WITH FEDERAL REQUIREMENTS

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

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

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

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Exhibit D  
Federal Requirements

Contractor's Initials

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Date 5/30/2025

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

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

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

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

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

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

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

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### SECTION E: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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

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

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

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

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

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

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

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

## FORM A

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

1. The UEI (SAM.gov) number for your entity is: D975PL76FFK7
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

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

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

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

NO  YES

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

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

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

Name: \_\_\_\_\_ Amount: \_\_\_\_\_

Contractor Name: Slalom, Inc.

5/30/2025

Date: \_\_\_\_\_

DocuSigned by:  
  
C1900F272E2040C  
 Name: RUSSETT Norris  
 Title: General Manager

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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**A. Definitions**

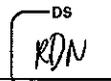
The following terms may be reflected and have the described meaning in this document:

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

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

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

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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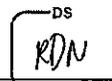
or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR****A. Business Use and Disclosure of Confidential Information.**

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

Contractor Initials



**New Hampshire Department of Health and Human Services**

## Exhibit E

**DHHS Information Security Requirements**

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

**II. METHODS OF SECURE TRANSMISSION OF DATA**

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

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

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

**A. Retention**

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

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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

**B. Disposition**

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

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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**New Hampshire Department of Health and Human Services**

## Exhibit E

**DHHS Information Security Requirements**

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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

Contractor Initials

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**New Hampshire Department of Health and Human Services****Exhibit E****DHHS Information Security Requirements**

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

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

**V. LOSS REPORTING**

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

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

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

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**New Hampshire Department of Health and Human Services**

**Exhibit E**

**DHHS Information Security Requirements**

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

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

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov B.

DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

## New Hampshire Department of Health and Human Services

## Exhibit F

**BUSINESS ASSOCIATE AGREEMENT**

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

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

(1) Definitions.

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:
  - "Breach," "Designated Record Set," "Data Aggregation," "Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."
- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.
- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

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

Exhibit F

Contractor Initials

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## New Hampshire Department of Health and Human Services

**Exhibit F**

- officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- b. Business Associate may use or disclose PHI, as applicable:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, according to the terms set forth in paragraph c. and d. below;
  - III. According to the HIPAA minimum necessary standard;
  - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
  - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.
- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.
- (3) Obligations and Activities of Business Associate.
- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov) after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

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## New Hampshire Department of Health and Human Services

## Exhibit F

- II. The unauthorized person who accessed, used, disclosed, or received the protected health information;
- III. Whether the protected health information was actually acquired or viewed; and
- IV. How the risk of loss of confidentiality to the protected health information has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.
- f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.
- g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein and an agreement that the Covered Entity shall be considered a direct third party beneficiary of all the Business Associate's business associate agreements.
- h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.
- i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5)

Exhibit F

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## New Hampshire Department of Health and Human Services

**Exhibit F**

- business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website: <https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

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

(5) Termination of Agreement for Cause

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

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to DS

Exhibit F

Contractor Initials

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New Hampshire Department of Health and Human Services

Exhibit F

- comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
  - d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
  - e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
  - f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services

Slalom LLP

The State

Name of the Contractor

DocuSigned by:

Iain Watt

DocuSigned by:

Russell Norris

07798863F978467...

04960F272E2048C...

Signature of Authorized Representative

Signature of Authorized Representative

Iain Watt

Russell Norris

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

General Manager

Title of Authorized Representative

Title of Authorized Representative

5/30/2025

5/30/2025

Date

Date

Exhibit F

Contractor Initials

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RDN

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SLALOM, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on June 01, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **843174**

Certificate Number: **0007186660**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of May A.D. 2025.

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

David M. Scanlan  
Secretary of State

Certificate of Authority

I, James D. Mitchell, certify that I am the duly elected Secretary of Slalom, Inc., a corporation organized under the laws of the State of Delaware ("Slalom").

I further certify that Russell Norris is the General Manager of Slalom and is authorized to sign and submit the Work Order for a Salesforce Environmental Health Integrated Data Management System between Slalom, Inc. and the State of New Hampshire, Department of Health and Human Services Request for Quote No. RFQ-2024-DPHS-02-ENVIR-01 (DAS RFQ #411-24) on behalf of Slalom. The Work Order was duly signed for and on behalf of Slalom by authority of its Board of Directors and is within the scope of its corporate powers.

This 29<sup>th</sup> day of May 2025.

*James D. Mitchell*

James D. Mitchell (May 29, 2025 17:24 PDT)

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James D. Mitchell

# 2025.05.29 - Certificate of Authority - State of New Hampshire

Final Audit Report

2025-05-30

Created:	2025-05-29
By:	Cyrus Kirkwood (cyrus.kirkwood@slalom.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZz23c-9FO3OeDdv7qI5jhobhsBj15-Yb

## "2025.05.29 - Certificate of Authority - State of New Hampshire" History

-  Document created by Cyrus Kirkwood (cyrus.kirkwood@slalom.com)  
2025-05-29 - 11:27:49 PM GMT- IP address: 136.55.35.167
-  Document emailed to jimm@slalom.com for signature  
2025-05-29 - 11:28:50 PM GMT
-  Email viewed by jimm@slalom.com  
2025-05-30 - 0:24:38 AM GMT- IP address: 104.47.57.126
-  Signer jimm@slalom.com entered name at signing as James D. Mitchell  
2025-05-30 - 0:24:54 AM GMT- IP address: 69.84.241.106
-  Document e-signed by James D. Mitchell (jimm@slalom.com)  
Signature Date: 2025-05-30 - 0:24:56 AM GMT - Time Source: server- IP address: 69.84.241.106
-  Agreement completed.  
2025-05-30 - 0:24:56 AM GMT



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/24/2024

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

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

<b>PRODUCER</b> MARSH USA, LLC. 1301 5th Avenue, Suite 1900 Seattle, WA 98101 Attn: Seattle.CertRequest@marsh.com  CN102866506-Slal-GAWUP-25-26	<b>CONTACT NAME:</b> Allison McCollom, ARM <b>PHONE (A/C, No, Ext):</b> 503-367-2841 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> Seattle.Certrequest@marsh.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B : ACE American Insurance Company</td> <td>22667</td> </tr> <tr> <td>INSURER C : Syndicate 2623/623 at Lloyd's</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Federal Insurance Company	20281	INSURER B : ACE American Insurance Company	22667	INSURER C : Syndicate 2623/623 at Lloyd's		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b> Slalom, Inc. 255 S. King St., Suite 1800 Seattle, WA 98104															

**COVERAGES      CERTIFICATE NUMBER:** SEA-004010775-01      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
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B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71836942	01/01/2025	01/01/2026	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 1,000,000</td><td></td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT	\$ 1,000,000		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
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Limit	10,000,000																				
Deductible	2,500,000																				

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant St. Concord, NH 03301-3857	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <p style="text-align: right;"><i>Marsh USA LLC</i></p>
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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

December 18, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Sole Source Retroactive** amendment to an existing contract (Contract #8002977) with Slalom, Inc. (VC #318836), Boston, MA, for salesforce implementation and consulting services by establishing a vendor-specific price limitation of \$12,546,748.27 from a \$10,000,000 aggregate price limitation across eight (8) Salesforce contracts and extending the completion date from December 31, 2024, to December 31, 2025 effective upon Governor and Executive Council approval. The original contract was approved by Governor and Executive Council on October 13, 2021, item #99, and most recently amended with approval of the Governor and Executive Council on March 27, 2024, item #76.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This amendment is **Sole Source** because the requested increase to the current price limitation exceeds 10% of the original contract price limitation amount. This amendment is **Retroactive** as of January 1, 2025, upon approval of the Governor and Executive Council because agency expenditures exceeded the aggregate price limitation of \$10,000,000.

This amendment is part of a transition to a better reporting system relative to the use of non-binding aggregate limits over multiple contracts. The disadvantages of the aggregate price limitation became evident with the increasingly use of the Salesforce contracts. These contracts are important and are a central component of the IT work of most of state government but their

administration needs to change. The aggregate price limitation inhibits the functionality of the soon-to-be-replaced contract tracking system to work appropriately.

Each Salesforce contract as passed has a \$10,000,000 price limitation. The operational intention was to hold to that limit in the aggregate across eight contracts. Agencies would engage each of the eight contractors for a proposal and award the statement of work to the winning bidder who can meet the specific statement of work requirements for a specific project. The contracts each had a \$10,000,000 limitation because it is often the case that a particular vendor wins more often. This was the case here.

The Bureau of Purchase and Property (BoPP) recently audited spend data and identified a problem in tracking spend across multiple agencies. Some agency end-users processed invoices through the Division of Accounting Services; other agency end-users processed purchase orders through Purchasing. This dual system occurs because of the nature of the contract. Rather than spend against an aggregate Salesforce contract (which is easily tracked), the process creates a second bid in which all eight existing contracts are solicited with a Statement of Work. The resulting engagement is somewhat like a purchase order and somewhat like a new contract in appearance. To use this contract with Slalom, Inc. as an example: \$814,926 was reported through purchase orders and \$5,770,000 through invoices.

In addition to the spend, agency end users have bid additional engagements and awarded work which will cost \$3,620,000. This would, if not amended, overspend the contract. This amendment along with the four approved in December will take us through the transition to new contracts. Three of the existing eight contracts were not amended as they have been rarely competitive.

CONTRACTOR	CURRENT SPEND	NEW LIMITATION	APPROVAL DATE
CoreSphere	\$2,709,812.00	\$3,746,059.68	12/18/2024
Deloitte	\$2,427,402.00	\$3,355,654.47	12/18/2024
MTX Group	\$6,049,991.00	\$8,363,542.32	12/18/2024
Brite Systems	\$30,000.08	\$1,250,000.00	12/18/2024
Slalom	\$10,204,926.00	\$12,546,748.27	Pending
Tech Mahindra	Contract lapsed based on limited use		
Spruce Technology	Contract lapsed based on limited use		
Sapient Corp	Contract lapsed based on limited use		

We will replace all the amended contracts soon with new seven-year master agreements. We issued Request for Proposal 2925-25 on July 1, 2024, with responses due on September 20, 2024. After bids came in, the Department of Administrative Services (DAS) and the Department of Information Technology (DoIT), determined that extending five of the current contracts for an additional year would be the best path to allow the new contracts to be developed carefully taking into account what we've learned over the first iteration of the original contracts.

Although tracking aggregate spend across multiple agencies continues to be cumbersome in the current system, the new Cloudsuite version of NHFIRST will include from the beginning a

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
Page 3 of 3

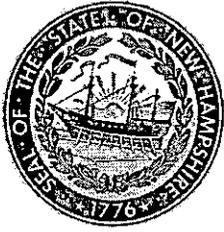
Strategic Sourcing module which allows for more integrated data tracking and should avoid any issue with contract limits.

Based on the foregoing, I am respectfully recommending approval of this **Sole Source Retroactive** contract amendment with Slalom, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



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

**Denis Goulet**  
*Commissioner*

December 16, 2024

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street – Room 100  
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Slalom, Inc., as described below and referenced as DoIT No. 2021-081B

The purpose of this request is to extend the established contracts for Salesforce Professional Services.

The Total Price Limitation shall increase by \$11,296,748.27 for a New Total Price Limitation of \$12,546,748.27, effective upon Governor and Executive Council approval retroactive from December 31, 2024 through December 31, 2025.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Denis Goulet", with a horizontal line extending to the right.

Denis Goulet

DG/jd  
DoIT #2021-081B

cc: Cindy Dotlich, IT Manager



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Financial Analysis

Contract Description	Salesforce Professional Services	Agency	Statewide
Contract #	8002977	Agent Name	Abbie Joy

Financial Analysis of Contract Expenditures					
Aggregate price limitation	\$10,000,000.00	Current contract price limitation	\$1,250,000.00	Date of calculations	11/22/2024
Divided by 8 contracts	\$1,250,000.00	Current spend	\$2,351,173.00	Contract start date	10/13/2021
Calculated price limitation	\$1,250,000.00	Open purchase orders	\$4,233,753.00	Contract end date	12/31/2025
		Future projects (contract in progress)	\$3,620,000.00	Days remaining	404
		Balance remaining (\$)	-\$8,954,926.00	Month remaining	13.47
		Balance remaining (%)	-716.39%	Months elapsed	37.87
		Avg monthly spend	\$173,897.69	Remainder of Term (%)	26.23%
		Additional funds needed for term	\$2,341,822.27		
		Total spend extrapolation	\$12,546,748.27		
		Increase needed	\$11,296,748.27		
		New GPL	\$12,546,748.27		

Special Notes	<p>Research into the Salesforce contracts showed that rather than each contract having a \$10 million price limitation, an aggregate price limitaiton of \$10 million was established. To better account for the price limitation needed for the remainder of the contract term, the aggregate price limitation was divided by 8 representing the eight salesforce contracts currently active. By dividing the spend across the elapsed term, we can determine a monthly average and extrapolate a total estimation of spend for the remainder of the contract term. With 27% of the contract term remaining, an increase to the contract price limitaiton is necessary to continue to provide this necessary service to state agencies.</p>
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**SECOND AMENDMENT TO THE CONTRACT BETWEEN  
SLALOM, INC.  
AND  
THE STATE OF NEW HAMPSHIRE,  
DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SALESFORCE PROFESSIONAL SERVICES  
CONTRACT #8002977**

This Second Amendment (hereinafter referred to as the "Amendment"), dated this 4<sup>th</sup> day of December 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Slalom, Inc. hereinafter referred to as "the Contractor") for Salesforce Professional Services.

WHEREAS, pursuant to an agreement effective October 13, 2021, Item #99, amended by the First Amendment on March 27, 2024, Item #76, and set to expire December 31, 2024, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain salesforce professional services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 December 31, 2025
2. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:  
1.8 \$12,546,748.27
3. Amend Exhibit C, 1. Contract Price: Change to the following: \$12,546,748.27
4. All other provisions of the Agreement, approved by the Governor and Executive Council on October 13, 2021, Item #99, amended on March 27, 2024, item #76 shall remain in full force and effect.

SLALOM, INC.

By: *RN*  
DocuSign Envelope ID: 2024 12/04 EST

**Russell Norris**

(Print Name)

Title: **General Manager**

Date: **12/04/2024**

Signature: *RN*  
DocuSign Envelope ID: 2024 12/04 EST

Email: russelln@slalom.com

STATE OF NEW HAMPSHIRE

By: *CM*

**Charles M. Arlinghaus**  
(Print Name)

Title: **Commissioner**  
**Department of Administrative Services**

Date: **2-9-25**

OFFICE OF THE ATTORNEY GENERAL

By: *JAK*

**Jessica A. King**  
(Print Name)

Title: **Sr. Assistant Attorney General**

Date: **2/26/25**

The foregoing contract was approved by the  
Governor and Council of New Hampshire on

**MAR 26 2025**

Signed: *WFE*

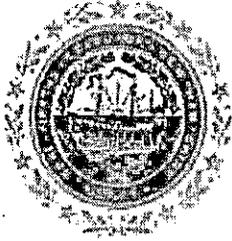
(Print Name)

**SECRETARY OF STATE**

Contractor Initials: *gc*

Date: **12/04/2024**

76  
MAC



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 100  
Concord, New Hampshire 03301  
(603) 271-3201 [Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 27, 2024

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** amendment to an existing contract (Contract #8002977) with Slalom, Inc. (VC#318836), Boston, MA, for salesforce professional services by extending the completion date from December 31, 2023 to December 31, 2024 with no change to the price limitation of \$10,000,000.00 effective January 1, 2024 upon Governor and Executive Council approval. The original contract (Contract #8002977) was approved by Governor and Executive Council on October 13, 2021, item #99.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

## EXPLANATION

This Request is **Retroactive** because of administrative delays in finalizing Slalom, Inc.'s contract (Contract #8002977) extension.

As previously stated, the original contract (Contract #8002977) was approved by the Governor and Executive Council on October 13, 2021, item #99.

The Department of Administrative Services (DAS), through the Bureau of Purchase and Property (BoPP), issued request for information (RFI) 2024-370 on August 16, 2023, with responses due on August 30, 2023. This RFI reached 41 vendors through the NIGP electronic sourcing platform and 1 additionally sourced vendor. There were 13 responses received providing updated pricing and identifying new opportunities in the market. Further assessment of

responses received, determined that a one-year extension would be in the best interest of the State in order to prevent service interruptions for projects while building a new Request for Proposal (RFP) to solicit updated rates and improved services that will fit evolving industry needs.

Upon approval, this requested contract amendment with Slalom, Inc. will allow continued support and services for the Department of Information Technology (DoIT) to support the strategic business objectives of State agencies; to create and sustain a secure and reliable information technology environment; and to ensure careful and responsible management of the State's information technology resources. Not providing this service would increase the probability of shortfalls in all agency-secured information technology environments that would likely create data breaches.

The current spend is \$0.00. There are no additional funds requested as the current contract price limitation can support the one-year extension.

Contract financials	
Original contract price limitation	\$10,000,000.00
Less current spend on contract	\$0.00
Available balance in price limitation	\$10,000,000.00

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract amendment with Slalom, Inc.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
www.nh.gov/doit

Denis Goulet  
Commissioner

December 14, 2023

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street – Room 100  
Concord, NH 03301

Dear Commissioner Arlinghaus:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Brite Systems Inc., Spruce Technology, Inc., Deloitte Consulting LLP, Coresphere, LLC, MTX Group, Tech Mahindra Americas Inc., Slalom, Inc., and Sapient Corporation d/b/a Publicis Sapient, as described below and referenced as DoIT No. 2021-081A.

The purpose of this request is to provide statewide Salesforce Professional Services and for the continued support and services for the Department of Information Technology (DoIT) to support the strategic business objectives of State agencies, to create and sustain a secure and reliable information technology environment, and to ensure careful and responsible management of the State's information technology resources.

The Total Price Limitation will not change and shall remain \$10,000,000, effective upon Governor and Executive Council approval through December 31, 2024.

A copy of this letter must accompany the Department of Administrative 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 #2021-081A

cc: Rebecca Bolton, IT Manager



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFI Summary

RFI Description	Salesforce Professional Services	Agency	DoIT
RFI#	2024-370	Vendor	Slalom, Inc.
Agent Name	Claudia Roy	RFI Closing	8/30/2023 @ 9:00 AM

Less current spend on contract	\$0.00
Current price limitation	\$10,000,000.00
Available balance in price limitation	\$10,000,000.00

Recommendation Summary	
Statewide Contract or Amendment	Amendment
Term of Contract	4.00
Price Limitation	\$10,000,000.00
Number of Solicitations Received	13
Number of Sourced bidders	1
Number of NIGP Vendors Sourced	41
Number of non-responsive bidders	29
P-37 Checklist Complete	Yes
D&B Report Attached	NA
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes

Special Notes:	
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**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN SLALOM, INC.  
AND  
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR SALESFORCE PROFESSIONAL SERVICES  
CONTRACT # 8002977**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 5<sup>th</sup> day of March, 2024, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Slalom, Inc. (hereinafter referred to as "the Contractor") for Salesforce Professional Services.

WHEREAS, pursuant to an agreement effective October 13, 2021, Item #99, set to expire December 31, 2023, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Salesforce Professional Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 17 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:  
1.7 December 31, 2024
2. Section 3. Term of Contract as set forth in Exhibit B (Scope of Services) is deleted in its entirety and replaced with the following:

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter through December 31, 2023, a period of approximately two and one-half (2.5) years, unless extended for additional terms.

The Contract may be extended for five (5) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven and one-half (7.5) years.

This master agreement will continue to govern all purchase orders beyond the contract expiration date until project completion has been finalized.

3. Paragraph 2 as set forth in Exhibit C (Pricing Structure) is deleted in its entirety and replaced with the following:
  2. Pricing Structure. Contractor shall provide the services at the not-to exceed hourly rates set forth in the table below.

Position	Hourly Rate
Program Manager	\$259.92

Scrum Master	\$217.48
Salesforce Technical Architect	\$270.53
Salesforce Administrator	\$228.09
Salesforce Platform Developer	\$228.09
Salesforce Data Architect	\$270.53
Salesforce Business Analyst	\$201.57
Salesforce Training Consultant	\$217.48

4. All other provisions of the Agreement, approved by the Governor and Executive Council on October 13, 2021, Item #99, shall remain in full force and effect.

Slalom, Inc.

By: *Russell D. Norris*  
Russell D. Norris (M & E, 2024 1122 HST)

Russell D. Norris  
(Print Name)

Title: GM Boston

Date: Mar 5, 2024

STATE OF NEW HAMPSHIRE

By: *Charles M. Arlinghaus*

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

Date: March 6, 2024

OFFICE OF THE ATTORNEY GENERAL

By: *Duncan A. Edgar*

Duncan A. Edgar  
(Print Name)

Title: Attorney

Date: March 6, 2024

The foregoing contract was approved by  
the Governor and Council of New  
Hampshire on

MAR 27 2024

Signed: *[Signature]*

(Print Name)

Title: **SECRETARY OF STATE**

99 m/c



# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street - Room 120  
Concord, New Hampshire 03301  
[Office@das.nh.gov](mailto:Office@das.nh.gov)

Charles M. Arlinghaus  
Commissioner  
(603) 271-3201

Joseph B. Bouchard  
Assistant Commissioner  
(603) 271-3204

Catherine A. Keane  
Deputy Commissioner  
(603) 271-2059

August 20, 2021

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

### REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Slalom, LLC of Boston, MA (Vendor No. 318836), for an aggregate price limitation of \$10,000,000.00 among all awarded vendors, for Salesforce Professional Services. The term shall be effective upon Governor and Council approval and ending on December 31, 2023 with the option to extend for two (2) additional one-year extension terms.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

### EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, and in collaboration with the Department of Information Technology, issued a request for proposal on February 3, 2021 with responses due on March 3, 2021. There were 11 compliant responses received.

It is the Department's intent to enter into contracts with the 10 highest scoring vendors where through a Request for Quote (RFQ) and Statement of Work (SOW) process the Department of Administrative Services, on behalf of a requesting State agency, will issue RFQ/SOW to all contractors. Each SOW will detail various requirements related to the services, planning and implementation of new projects. The project engagement will be based upon the highest scoring response. Project engagements under the agreements with a dollar value exceeding \$10,000 shall be brought before the Executive Council for approval prior to proceeding with the engagements.

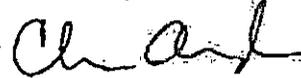
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
August 20, 2021  
Page 2 of 2

As the State's experience and expertise with Salesforce matures, it will expand its Salesforce capabilities and services offered. The production Salesforce environment is centrally managed. The State has implemented an Enterprise Government Model that seeks to establish Standard Operating Procedures (SOP) and processes on the use of third party solutions.

Through the proposed contracts, the State anticipates improvements in the following areas: automating business processes, providing prompt responses to tracking or delivering constituent needs, refining business operations based on access to insightful data, securing information within compliance of State and Federal regulations, and deploying rapid solutions throughout the State of New Hampshire's IT environment.

Enabling these capabilities will often require the use of expert resources that can assist the State to efficiently design, govern, maintain and provide ongoing management of these platforms in a secure, responsible and effective manner. Contracting mechanisms that shorten the "time to value" are needed to procure resources to work with State agencies and IT staff to supplement existing constrained resources that are needed to provide the skills necessary for the State to excel in its Digital Government Initiatives. Based on the foregoing, I am respectfully recommending approval of the contract with Stalom, LLC.

Respectfully submitted,



Charles M. Arlinghaus  
Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

Bid Description	Salesforce Professional Srvc	Agency:	Statewide
Bid #	RFP 2425-21	Requisition: #	N/A
Agent Name	Paul Rhodes	Bid Closing:	3/3/21 @ 10:00 AM

Tech Mahindra	92.9
CoreSphere	90.9
Deloitte	87.1
MTX Group	86.0
22nd Century	82.6
Spruce Tech	82.5
Catalyst	80.0
Brite Systems	79.7
Publicis	
Sapient	79.5
Slalom	75.2
AquaLagoon	64.0



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

Denis Goulet  
Commissioner

August 12, 2021

Charles M. Arlinghaus, Commissioner  
Department of Administrative Services  
State of New Hampshire  
25 Capitol Street  
Concord, NH 03301

Dear Commissioner Arlinghaus,

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into seven (10) contracts as described below and referenced as DoIT No. 2021-081.

The ten (10) contracts being requested are for:

1. Brite Systems Inc. of Indianapolis, IN
2. Catalyst Consulting Group, Inc. of Chicago, IL
3. Spruce Technology, Inc. of Clifton, NJ
4. Deloitte Consulting LLP of Concord, NH
5. Coresphere, LLC of Bethesda, MD
6. MTX Group of Albany, NY
7. 22nd.Century Technologies, Inc. of Mclean, VA
8. Tech Mahindra Americas Inc. of Plan, TX
9. Sapient Corporation d/b/a Publicis Sapient of Boston, MA
10. Slalom, LLC of Boston, MA

This is a request to enter into a statewide contract with ten (10) vendors to allow agencies to release RFQ's/SOW's for Salesforce Professional Services. These contracts will provide a mechanism for agencies requiring assistance with ongoing and future projects. Currently, all applications are internally focused and used exclusively by State agency personnel; public data submission is currently done through web to case. It is anticipated that as the State's experience and expertise with Salesforce matures, it will expand its Salesforce capabilities and services offered.

The total amount of the ten (10) contracts is not to exceed \$10,000,000, and shall become effective upon Governor and Executive Council approval through December 31, 2023.

Denis Goulet  
Commissioner

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF INFORMATION TECHNOLOGY**  
27 Hazen Dr., Concord, NH 03301  
Fax: 603-271-1516 TDD Access: 1-800-735-2964  
[www.nh.gov/doiit](http://www.nh.gov/doiit)

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

Sincerely,



Denis Goulet

DG/ik  
DoIT #2021-081

cc: Paul Rhodes, DAS

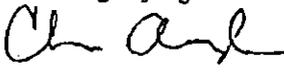
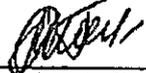
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Stalom, LLC		1.4 Contractor Address 399 Boylston Street Suite 1000 Boston, MA 02116	
1.5 Contractor Phone Number 617-640-0092	1.6 Account Number Various	1.7 Completion Date December 31, 2023	1.8 Price Limitation \$10,000,000.00
1.9 Contracting Officer for State Agency Paul Rhodes, Purchasing Manager		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature  Russell Norris (Jul 21, 2021 11:45 EDT)		1.12 Name and Title of Contractor Signatory Russell Norris General Manager	
1.13 State Agency Signature  Date: 8/23/21		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 8/30/2021			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: <b>OCT 13 2021</b>			



**DEPUTY SECRETARY OF STATE**

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

## 9. TERMINATION.

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

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

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

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

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

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

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

**EXHIBIT A**

**SPECIAL PROVISIONS**

1. Delete Section 13. INDEMNIFICATION in its entirety and substitute with the following:

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph.

The Contractor shall require any subcontractor, delegates, or transferees to agree in writing to defend, indemnify and hold harmless the State, its officers and employees from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the subcontractor, delegate, or transferee.

Further, notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

This Master Agreement is entered into by and between Slalom, LLC (hereinafter referred to as the "Contractor") and the State of New Hampshire (hereinafter referred to as the "State"). The Contractor hereby agrees to provide the State and its agencies with for Salesforce Professional Services in accordance to this Agreement and the terms of Request for Quotes (RFQ)/Statements of Work (SOW) to this Agreement.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFP 2425-21
- f. EXHIBIT E RFQ/SOW

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) Form Number P-37, as modified in Exhibit A, Special Provisions, (2) EXHIBIT B "Scope of Services," (3) EXHIBIT C "Method of Payment," (4) RFQ/SOW Worksheet, and (5) EXHIBIT D "RFP 2425-21."

All RFQ/SOW and Purchase Orders shall be subject solely to the terms of this Contract. In the event of any conflict among the terms or provisions of this Contract and the SOW and Purchase Orders, the terms of this Contract must take precedent.

**3. TERM OF CONTRACT**

The term of this Contract shall commence upon the approval by the Governor and Executive Council and shall continue thereafter through December 31, 2023, a period of approximately two and one-half (2.5) years, unless extended for additional terms.

The Contract may be extended for five (5) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure upon the approval of the Governor and Executive Council.

The maximum term of the Contract (including all extensions) cannot exceed seven and one-half (7.5) years.

#### **4. SCOPE OF WORK**

All SOWs that are negotiated between the Parties shall be in writing and executed by both Parties and shall be attached hereto as supplemental Exhibits, and shall be incorporated into, and governed by, this Agreement. A standard template to request a quote is attached (Exhibit E). Contractor must be capable of providing information technology professional services for implementing Salesforce solutions.

Contractor will receive RFQs/SOW from the Department of Administrative Services with a Salesforce Professional Services Scope of Work. Each Scope of Work will detail various requirements related to the planning and implementation of new projects. Each Scope of Work may request Salesforce implementation and experience in varying functional areas or require mandatory expertise. Requests for Services or Deliverables under the Contract will be submitted on behalf of State Agencies in the form of an RFQ/SOW to all contractors. An RFQ/SOW shall not constitute a binding order until a Purchase Order and RFQ/SOW have been approved per the requirements of the Contract.

In cases where special licenses, accreditations or certifications are required by the State, federal or local law or regulation to perform Services of specified job descriptions or RFQ/SOW, Contractor shall provide copies of such license, accreditation or certification within five (5) business days upon award when requested by the State.

Individual RFQs/SOW may include additional contractual requirements, certifications, or approvals that must be satisfied at the time the Purchase Order (PO) is placed or upon delivery. Any federal requirements or additional funding requirements will be defined by the State in the RFQ/SOW and incorporated in Purchase Orders (PO).

#### **I. STANDARDS FOR FUTURE PROJECTS**

##### **I. USE OF CONTRACTOR SOLUTIONS**

- When awarded a project through the RFQ/SOW process, Contractor will provide the services as specified within the RFQ/SOW.
- Contractor shall explicitly state what Salesforce licenses are required as well as any third party applications when responding to a RFQ/SOW.
- Each RFQ/SOW may include requirements about the System Integrator's (SI) experience in implementing a similar solution. Experience shall include requirements that include but are not limited to, how many solutions of a similar nature are implemented and operational, the size and complexity of the project, and any experience with statutory, regulatory, or industry standards. The specific Contractor proposed functionality must be described.

#### **II. SECURITY AND TESTING**

##### **I. APPLICATION SECURITY**

Contractor shall:

- Develop Software applications based on industry best practices and incorporating information security throughout the Software development life cycle;
- Perform a Code Review prior to release of the application to the State to move it into production. The code Review may be done in a manner mutually agreeable to the Contractor and the State. Copies of the final, remediated results shall be provided to the State for Review and audit purposes;
- Follow Change Control Procedures (CCP) relative to release of code; and
- Develop applications following security-coding guidelines as set forth by organizations such as, but not limited to Open Web Application Security Project (OWASP) Top 10, SANS Common Weakness Enumeration (CWE) Top 25 or CERT Secure Coding.

## II. TEST PLANNING AND PREPARATION

Contractor shall meet the State's testing and acceptance requirements. All Testing and Acceptance addressed herein shall apply to testing the System. This shall include planning, test scenario development, Data and System preparation for testing, and execution of Unit Testing, System integration testing, conversion/migration testing, installation testing, performance, and stress testing, Security Review and testing, and support of the State during user Acceptance Testing (UAT).

Contractor must disclose in their RFQ/SOW responses the scheduling assumptions used in regard to the Using Agency's resource efforts during testing.

Contractor shall certify, in writing, that the Contractor's own staff has successfully executed all prerequisite testing, along with reporting the actual testing results.

The State will commence its testing within five (5) business days of receiving Certification from the Contractor that the State's personnel have been trained and the System is installed, configured, complete, and ready for State testing. The testing will be conducted by the State in an environment independent from the Contractor's development environment. Contractor must assist the State with testing in accordance with the Test Plan and the Work Plan, utilizing test and live Data to validate reports, and conduct stress and performance testing.

## III. TESTING

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

Contractor shall adhere to the State's standard methodology described in Table III-C: State Recommended Testing Methodology.

**Table III-C: State Recommended Testing Methodology**

<p><b>Unit Testing</b></p>	<p>Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in either the development environment or a testing environment.</p> <p>The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.</p>
<p><b>System Integration Testing</b></p>	<ul style="list-style-type: none"> <li>a. Validates the integration between the individual unit application components and verifies that the new System meets defined requirements and supports execution of interfaces and business processes. The Systems Integration Test is performed in a test environment.</li> <li>b. Emphasizes end-to-end business processes and the flow of information across applications. It includes all key business processes and interfaces being implemented, confirms Data transfers with external parties, and includes the transmission or printing of all electronic and paper documents.</li> <li>c. The State will conduct System Integration Testing, utilizing scripts developed, as identified in the Test Plan, to validate the functionality of the System and its interfaces. The State will also use System Integration Testing to validate modifications, fixes and other System interactions with the Contractor supplied Software Solution.</li> </ul>
<p><b>Conversion /Migration Validation Testing</b></p>	<p>The Conversion/Migration Validation Testing should replicate the entire flow of the converted Data through the Software Solution. As the Software Solution is interfaced to legacy or third-party applications, the testing verifies that the resulting converted legacy Data performs correctly.</p>
<p><b>Installation Testing</b></p>	<p>Application components are installed in the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production System.</p>

<p><b>User Acceptance Testing (UAT)</b></p>	<p>The User Acceptance Test (UAT) is a Verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.</p> <ul style="list-style-type: none"> <li>a. The Contractor's Project Manager must certify in writing, that the Contractor's own staff has successfully executed all prerequisite Contractor testing, along with reporting the actual testing results prior to the start of any testing executed by State staff.</li> <li>b. The State will be presented with a State approved Test Plan, test scenarios, test cases, test scripts, test Data, and expected results, as well as written Certification of the Contractor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities.</li> <li>c. UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan</li> </ul> <p>Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence as described in Section 4.12 Warranty Period.</p>
<p><b>Regression Testing</b></p>	<p>As a result, of the user testing activities, problems will be identified that require correction. The State will notify the Contractor of the nature of the testing failures in writing. The Contractor will be required to perform additional testing activities in response to State and/or user problems identified from the testing results.</p> <p>Regression Testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements.</p> <ul style="list-style-type: none"> <li>a. For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the Test Plan.</li> </ul>

- b. The Contractor shall notify the State no later than five (5) business days from the Contractor's receipt of written notice of the test failure when the Contractor expects the corrections to be completed and ready for retesting by the State. The Contractor will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c. When a programming change is made in response to a problem identified during user testing, a Regression Test Plan should be developed by the Contractor based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
  - 1. Validate that the change/update has been properly incorporated into the program; and
  - 2. Validate that there has been no unintended change to the other portions of the program.
- d. The Contractor shall:
  - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
  - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
  - 3. Manage the entire cyclic process.
- e. The Contractor will be expected to execute the Regression Test, provide actual testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such Regression Testing, the Contractor will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the Regression Tests. In other words, the Contractor will be expected to design and conduct Regression Tests that will identify any unintended

	consequences of the modification while taking into account Schedule and economic considerations.																
<b>Security Review and Testing</b>	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as Identification, Authentication and non-repudiation.  All components of the Software shall be Reviewed and tested to ensure they protect the State's hardware and Software and its related Data assets.																
	<table border="1"> <tr> <td><b>Service Component</b></td> <td><b>Defines the set of capabilities that:</b></td> </tr> <tr> <td><b>Identification and Authentication</b></td> <td>Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.</td> </tr> <tr> <td><b>Access Control</b></td> <td>Supports the management of permissions for logging onto a computer or network.</td> </tr> <tr> <td><b>Encryption</b></td> <td>Supports the encoding of Data for security purposes</td> </tr> <tr> <td><b>Intrusion Detection</b></td> <td>Supports the detection of illegal entrance into a computer system.</td> </tr> <tr> <td><b>Verification</b></td> <td>Supports the confirmation of authority to enter a computer system, application or network.</td> </tr> <tr> <td><b>Digital Signature</b></td> <td>Guarantees the unaltered state of a file.</td> </tr> <tr> <td><b>User Management</b></td> <td>Supports the administration of computer, application and network accounts within an organization.</td> </tr> </table>	<b>Service Component</b>	<b>Defines the set of capabilities that:</b>	<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.	<b>Encryption</b>	Supports the encoding of Data for security purposes	<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.	<b>Verification</b>	Supports the confirmation of authority to enter a computer system, application or network.	<b>Digital Signature</b>	Guarantees the unaltered state of a file.	<b>User Management</b>	Supports the administration of computer, application and network accounts within an organization.
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	<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
	<b>Audit Trail Capture and Analysis</b>	Supports the identification and monitoring of activities within an application or system.
	<b>Input Validation</b>	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.
Prior to any System being moved into production, Contractor shall provide results of all security testing to the Department of Information Technology for Review and Acceptance. All Software and hardware shall be free of malicious code (malware).		

**III. GENERAL REQUIREMENTS**

**I. CONTRACTOR STAFF**

The Contractor's Project Manager requires approval of the State prior to award of any RFQ/SOW. 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 Contractor's Project Manager must be qualified to perform the obligations required of the position under the Contract, have full authority to make binding decisions, and shall function as the Contractor's representative for all administrative and management matters. The Project Manager must be available to promptly respond during Normal Working Hours within two (2) hours to inquiries from the State, and be at the site as needed.

The Contractor shall not change key staff and Project Manager commitments (collectively referred to as "Project Staff") unless such replacement is necessary due to sickness, death, termination of employment, or unpaid leave of absence. Any such changes to the Contractor's Project Staff shall require the prior written approval of the State. Replacement Project Staff shall have comparable or greater skills with regard to performance of the Project as the staff being replaced and be subject to the provisions of this Contract.

The State may conduct reference and background checks on the Contractor's Project Staff. The State shall maintain the confidentiality of reference and background screening results. The State reserves the right to reject the Contractor's Project Staff as a result of such reference and background checks. The State also reserves the right to require removal or reassignment of the Contractor's Key Project Staff found unacceptable to the State.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract, at its discretion, if it is dissatisfied with the Contractor's replacement Project Staff.

The Contractor shall not allow its personnel or subcontractors to store State data on portable devices, including personal computers, except as specified and allowed by the Contract, and then only on devices that are used and kept at its data centers within the Continental United States. The Contractor shall permit its personnel and contractors to access State data remotely only to provide technical support and as specified or required by the contract.

II. Program Support Roles

A. PROJECT MANAGER

The Contractor must have, maintain for the duration of this Agreement and engage Project Manager in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Project Manager shall have at least 5+ years of Program/Project Management experience managing a contract and IT project team within the Public Sector or Government environments.
- Strong ability to establish and maintain effective working relationships with associates, subordinates, public officials and other professionals. A very strong verbal, written and presentation skills and an ability to express ideas clearly and concisely both orally and in all forms of communication.
- Certification in the field of Project Management.
- Understanding of Agency business strategies and oversees short and long-term Salesforce strategies for IT infrastructure, operations and Agency IT Plan (AITP), and works with project team to define objectives, research IT requirements, provide cost benefit analysis and directs projects towards the best Salesforce solution.
- Provides input into the design and implementation of project management/infrastructure processes where modifications are beneficial to support project outcomes. This may include items such as deliverable templates, invoice processing, time approval, or sub-team reporting where such infrastructure is not existent or not meeting the needs of the project.
- Demonstrates technical and judgmental skills required to perform project management.
- Provides direction and support for assigned projects (project intake/prioritizations, and workflow and document management) to ensure timely and efficient completion of tasks.
- Assumes responsibility for projects and assigned staff and consultants, including delegation and scheduling of work across agencies and provides timely project progress reviews and feedback to senior leadership in DoIT, Project participants and sponsors.
- Maintain continuous and effective oversight of analysis and coordination efforts, including business analysts to support project mission and objectives.
- Leads analysis as well as project management tasks and activities as needed to move project efforts towards completion.
- Maintains project plan monitoring, control and updates as authorized and approved by DoIT management.

- Participates in intra- and inter- agency discussions, requiring logical and technological expertise, particularly to share and document information and coordinate with project stakeholders from DoIT and other agencies.
- Continually seeks to improve practices to add quality and value in support of the intended assigned project missions and goals.
- Facilitate ongoing status reporting and conduct periodic project reviews.
- Ability to perform financial management duties – producing bills/invoices and tracking the project budget.
- Maintains a Program Management Schedule that tracks upcoming work, major accomplishments, and risks.
- Ability to manage project staff and ensure that they meet approved project deadlines.

#### B. Scrum Master

The Contractor must have, maintain for the duration of this Agreement and engage Scrum Master in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Scrum Master shall have at least 5+ years of experience a Salesforce project team within the Public Sector or Governmental environments.
- At least 1 of the following certifications: Certified Scrum Master, PMI Agile Certified Practitioner, Professional Scrum Master II Certification.
- Experience with facilitating Scrum Events and Activities.
- Experience with ensuring the project team and government staff understand the scrum or agile framework that will be used for sprints and releases.
- Experience with leading Scrum or Scrum Sessions.
- Experience with ensuring that the Sprint Stays aligned to Sprint Goals and meets the definition of done.
- Experience with tracking and communicating issues that are discussed during the Daily Scrums or Scrum of Scrum sessions.
- Experience with facilitating Sprint Retrospective and identify areas of improvement.
- Experience with supporting the development team in creating user stories for each sprint.
- Experience in application design and development as well a systems maintenance and operations of a large-scale IT system.
- Experience with maintaining the Scrum Task board or Kanban Board for the development team and government to review the latest status of the sprint.

#### C. Salesforce Administrator

The Contractor must have, maintain for the duration of this Agreement and engage Salesforce Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Administrator shall have at least 3+ years of experience a Salesforce project team within the Public Sector or Governmental environments.
- Must have Salesforce Certified Administrator certification.
- Experience with setting up organization profiles, configuring User interfaces and configure search settings.

- Experience with creating and maintaining an enterprise contact list within Salesforce.
- Experience with setting up and managing user profiles, troubleshooting user login issues.
- Experience with deploying lift and shift Salesforce solutions.
- Experience with managing Security and data access based on: restricting logins, determining object access, establish record access controls, manage record access with role hierarchy, deal with record access exceptions, and manage field-level security.
- Experience with customizing Salesforce solutions by creating new custom fields, developing picklists & lookups, establishing page layouts, create record types while maintaining data quality.
- Experience with managing Sales force data based on: importing new records using the import wizards, updating existing records, mass transfer of records between users, cleaning of records/data integrity, backing up data, and maintaining a data dictionary.
- Experience with demonstrating the ability to automate email template responses, workflows, process builder, and establish rules within Salesforces capabilities.
- Experience with developing reports and dashboards within Salesforce based on the following: running and modifying reports, creating new reports, building dashboards using data visualization tools, and exporting data from reports.
- Must have strong business analysis and functional experience, including requirements gathering, creating/deploying solutions to end users, and managing User Acceptance Testing (UAT)/deployment process.
- Experience with the following: deploying Salesforce's solutions within a Government Cloud environment, knowledge (and experience) with Transport Layer Security (TLS) and Secure Sockets Layer (SSL), Salesforce Apex, Salesforce Object Query Language SOQL, Chatter, Salesforce's Lightning Component, VisualForce, Mulesoft, DocGen(Nintex), DevOps and Continuous Integration Tools, GitHub or similar tools.
- Experience with developing the following: Sales force intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning Solutions, Case Management Solutions, Salesforce Reporting solutions, Salesforce Resource Management Solutions, Salesforce Financial Management Solutions, and experience with designing Salesforce UI and UX.

#### D. Salesforce Platform Developer

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Administrator in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Developer shall have at least 3+ years of Salesforce Platform Developer experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have at least one of the following certifications: Salesforce Platform Certified Developer I, Salesforce Platform Developer II, or Salesforce Platform App Builder.

- Experience with product development life cycle and software testing, which includes creating unit test cases establishing unit testing protocols and appropriate testing environments, coordinate and execute software testing.
- Experience with deploying lift and shift Salesforce solutions.
- Ability to design, code, test, debug, package and deploy quality scalable and well-documented solutions on the Salesforce solutions.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Successfully document/maintain documentation on application code, application use and flow, and training materials.
- Experience with demonstrating the ability to automate email template responses, workflows, process builder, and establish rules within Salesforce capabilities.
- Experience with: Salesforce design/development, DevOps and Continuous Integration Tools, Salesforce Apex, developing Salesforce mobile solutions, MuleSoft and API programming, Chatter, VisualForce, Salesforce's Lightning Component, JavaScript, C3 or C++, SQL or Data Manipulation Language (DML), Salesforce Object Query Language (SOQL), GitHub or similar tools and code versioning best practices, designing Salesforce UI and UX, and DocGen (Nintex).
- Experience with developing: Salesforce intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning solutions, Salesforce Case Management solutions, Salesforce Reporting solutions, Salesforce Resource Management solutions, and Salesforce Financial Management solutions.

#### E. Salesforce Technical Architect

The Contractor must have, maintain for the duration of this Agreement and engage as a Technical Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Technical Architect shall have at least 5+ years of Salesforce Technical Architecture experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have the at least one of the following certifications: Salesforce Certified Application Architect, Salesforce Certified System Architect, or Salesforce Certified Technical Architect.
- Experience with architecting solutions that address security complexities, DevOps, application design/development, and capabilities on the Lightning Platform as part of a functional security model.
- Experience with identifying development-related risks, considerations, and limits for the platform across the architecture.
- Experience with deploying lift and shift Salesforce solutions.
- Understanding of data migration considerations, design trade-offs, and common ETL tools.
- Ability to document and maintain current As-Is and To-Be Salesforce Solutions' Architecture for government review.
- Ability to discuss and demonstrate all aspects of the Salesforce platform, including but not limited to business processes, hosting infrastructure, security,

integration to other IT systems across the State of New Hampshire's IT Enterprise.

- Experience with Service Oriented Architecture (SOA).
- Understanding of systems architecture and ability to design scalable performance-driven solutions.
- Experience with Salesforce Apex.
- Experience with VisualForce.
- Experience with Salesforce's Lightning Component.
- Experience with JavaScript.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Must have 3+ years of experience with GitHub or similar tools and code versioning best practices.
- Strong knowledge of the SDLC framework.
- Experience with DevOps and Continuous Integration Tools e.g. (Jenkins).
- Experience with MuleSoft or similar tools and API programming.
- Experience with Single Sign-on (SSO) and Security Assertion Markup Language (SAML)
- Experience and knowledge with Transport Layer Security (TLS) and Secure Sockets Layer (SSL).
- Experience with DocGen (Nintex)
- Experience with developing: Salesforce Intake solutions, Salesforce Investigation solutions, Salesforce Assessment solutions, Salesforce Service Planning solutions, Salesforce Case Management solutions, Salesforce Reporting solutions, Salesforce Resource Management solutions, Salesforce financial Management solutions, Salesforce Object Search Language (SOQL), and HTML.

#### F. Salesforce Data Architect

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Data Architect in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Technical Architect shall have at least 5+ years of Salesforce Data Architecture experience with a Salesforce project team within the Public Sector or Governmental environments.
- Experience in agile deliver.
- Must be a Salesforce certified Data Architecture and Management Designer.
- Experience with Data Modeling/Database Design.
- Experience with large scale Data Migration efforts and Indexing.
- Experience with performing Extract, Transform, Load (ETL) efforts.
- Must maintain data quality, a data dictionary, and As-Is and To-Be data models (logical and physical) for users to reference.
- Experience with Salesforce Shield for data security.
- Experience with Oracle database.
- Experience with leveraging Master Data Management (MDM) Tools.
- Experience with deploying Salesforce's solutions within a Government Cloud environment.
- Experience with Salesforce Apex.
- Experience with MuleSoft and API programming.

- Experience with VisualForce.
- Experience with Salesforce's Lightning Component.
- Experience with SQL or Data Manipulation Language (DML).
- Experience with Salesforce Object Query Language (SOQL).
- Experience with GitHub or similar tools and code versioning best practices.
- Experience with JavaScript.
- Experience with Tableau or similar data visualization tool.
- Experience with data analytics, data governance, and Business Intelligence solutions within Salesforce.
- Experience with DocGen (Nintex).
- Experience with developing Salesforce Intake solutions.
- Experience with developing Salesforce Investigation solutions.
- Experience with developing Salesforce Assessment
- Experience with developing Salesforce Service Planning solutions.
- Experience with developing Salesforce Case Management solutions.
- Experience with developing Salesforce Reporting solutions.
- Experience with developing Salesforce Resource Management solutions.
- Experience with developing Salesforce Financial Management solutions.
- Experience and knowledge with Transport Layer Security (TLS) and Secure Sockets Layer (SSL).

G. Salesforce Business Analyst

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Business Analyst in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Business Analyst shall have at least 3+ years of Salesforce Business Analyst experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have the Salesforce Certified Administrator certification.
- Experience in agile delivery.
- Proficient in MS Excel, Word, PowerPoint and Visio.
- Experience with writing user stories, use case, business/IT requirements, and User Acceptance Testing documents.
- Experience with writing manuals and standard operating procedures.
- Experience with developing As-Is and To-Be process.
- Experience with Salesforce Solutions.
- Experience with Tableau or similar data visualization tools.
- Strong knowledge of the SDLC framework.
- Experience with facilitating requirements gathering sessions and problem solving.
- Experience developing reports that meeting Federal Standards.
- Experience with gathering requirements for DocGen (Nintex).
- Experience with gathering requirements for Salesforce Intake solutions.
- Experience with gathering requirements for Salesforce Investigation solutions.
- Experience with gathering requirements for Salesforce Assessment solutions.
- Experience with gathering requirements for Salesforce Service Planning solutions.
- Experience with gathering requirements for Salesforce Case Management solutions.

- Experience with gathering requirements for Salesforce Reporting solutions.
- Experience with gathering requirements for Salesforce Resource Management solutions.
- Experience with gathering requirements for Salesforce Financial management solutions.

#### H. Salesforce Training Consultant

The Contractor must have, maintain for the duration of this Agreement and engage as a Salesforce Training Consultant in any RFQ/SOW in this Agreement with the following minimum qualifications:

- Salesforce Training Consultant shall have Salesforce Training experience with a Salesforce project team within the Public Sector or Governmental environments.
- Must have Salesforce Certified Administrator certification.
- Proficient in MS Excel, Word, PowerPoint, and Visio.
- Experience with writing user guides and training manuals.
- Experience with Tableau or similar data visualization tool.
- Experience with Learning Management Solutions such as Moodle.
- Experience with training and teaching an audience on Salesforce solutions.
- Strong knowledge of the SDLC framework.
- Experience with gathering training requirements for future training sessions.
- Experience with facilitating requirements gathering sessions and problem solving.
- Experience with providing training on DocGen (Nintex).
- Experience with providing training on Salesforce Intake solutions.
- Experience with providing training on Salesforce Investigation solutions.
- Experience with providing training on Salesforce Assessment solutions.
- Experience with providing training on Salesforce Service Planning solutions.
- Experience with providing training on Salesforce Reporting solutions.
- Experience with providing training on Salesforce Resource Management solutions.

Experience with gathering requirements for Salesforce Financial management solutions.

#### IV. DELIVERABLES

The Contractor shall provide the State with the Deliverables and Services in accordance with the time frames in their response to RFQs/SOW. All Deliverables shall be subject to the State's Acceptance as set forth in Testing and Acceptance, herein. Upon its submission of a Deliverable, the Contractor shall represent that it has performed its obligations under the Contract and RFQ/SOW associated with the Deliverable.

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

For each denial of Acceptance, the Acceptance Period may be extended, at the option of the State, by the corresponding time required to correct the Deficiency, retest or Review.

I. WRITTEN DELIVERABLES REVIEW

The State will Review RFQ/SOW Written Deliverables for an Acceptance Period of five (5) business days after receiving written Certification from the Contractor that the Written Deliverable is final, complete, and ready for Review. The State will notify the Contractor in writing of its Acceptance or Non-Acceptance of a Deliverable by the end of the five (5) day Review Period. If any Deficiencies exist within RFQs/SOW, the State will notify the Contractor in writing of the Deficiency and the Contractor must correct the Deficiency within five (5) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected Deliverable, the State will have five (5) business days to Review the corrected Written Deliverable and notify the Contractor in writing of its Acceptance or rejection thereof.

II. SOFTWARE DELIVERABLES

Testing and Acceptance are completed based on the requirements defined herein.

III. NON-SOFTWARE DELIVERABLES REVIEW

The State will Review RFQ/SOW Non-Software Deliverables to determine whether any Deficiency exists and notify the Contractor in writing of its Acceptance or non-acceptance of the Non-Software Deliverable. The Contractor must correct the Deficiencies within five (5) business days; or within the period identified in the Work Plan, as applicable. Following correction of the Deficiency, the State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable.

IV. SOFTWARE LICENSE GRANT

The Software License shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract.

V. SOFTWARE AND DOCUMENTATION COPIES

The Contractor shall provide the State with a sufficient number of hard copy versions of the Software's associated Documentation and one (1) electronic version in Microsoft WORD and PDF format. The State shall have the right to copy the Software and its associated Documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

VI. RESTRICTIONS

Except as otherwise permitted within, the State agrees not to:

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

vii. TITLE

The Contractor must hold the right to allow the State to use the Software or hold all title, right, and interest (including all ownership and intellectual property rights) in the Software and its associated Documentation.

viii. REMEDIES

If the Contractor fails to correct a Deficiency within the period of time allotted by the State, the Contractor shall be deemed to have committed an Event of Default, pursuant Section 8, State of New Hampshire Terms and Conditions - P-37, General Provisions.

Notwithstanding any provision of the Contract, the State's option to terminate the Contract and pursue the stated remedies will remain in effect until the Contractor completes the Contract to the satisfaction of the State.

ix. SYSTEM ACCEPTANCE

Upon completion of the Warranty Period, the State will issue a Letter of Final System Acceptance.

x. WARRANTY PERIOD

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

The Contractor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the Contract and RFQ/SOW.

The Contractor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications. Software shall be archived and or version controlled through the use of the State of New Hampshire's configuration management system.

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

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

The Contractor shall warrant that all System components, including any replacement or upgraded System Software components provided by the Contractor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

The Contractor shall warrant that all Services provided under the Contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

**xi. WARRANTY SERVICES**

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

Warranty Services shall include, without limitation, the following:

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

If in the Event of Default, the Contractor fails to correct the Deficiency within the allotted period of time (see above), the State shall have the right, at its option: 1) to declare the Contractor in default, terminate the Contract, in whole or in part, without penalty or liability to the State; 2) 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 intent to request a refund; and 3) to pursue its remedies available at law or in equity.

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

xii. ONGOING SOFTWARE MAINTENANCE AND SUPPORT LEVELS

The Contractor shall maintain and support the System in all material respects as described in the applicable program Documentation after delivery and the Warranty Period of ninety (90) days through the completion of the Contract term.

The Contractor will not be responsible for maintenance or support for Software developed or modified by the State.

xiii. MAINTENANCE RELEASES

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

xiv. CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for performing on-site or remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

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

- Class A Deficiencies - The Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;
- Class B & C Deficiencies - The State shall notify the Contractor of such Deficiencies during regular business hours and the Contractor shall respond back within four (4) hours of notification of planned corrective action;

The Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract;

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

For all maintenance Services calls, the Contractor shall ensure the following information will be collected and maintained:

- i. Nature of the Deficiency;
- ii. Current status of the Deficiency;
- iii. Action plans, dates, and times;
- iv. Expected and actual completion time;
- v. Deficiency resolution information;
- vi. Resolved by;
- vii. Identifying number i.e. work order number; and
- viii. Issue identified by.

The Contractor 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.

If the Contractor fails to correct a Deficiency within the allotted period of time Stated above, the Contractor shall be deemed to have committed an Event of Default, pursuant to Section 8: State of New Hampshire Terms and Conditions - P-37. The State reserves the right 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

xv. ADMINISTRATIVE SPECIFICATIONS

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

The Contractor shall assume all travel and related to include, but not limited to: meals, hotel/housing, airfare, car rentals, car-mileage, and out of pocket expenses.

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

The State agency will work with the Contractor to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for the Contractor's staff. If Contractor has specific requirements, they must be included in the Contractor's response to any RFQ/SOW.

Contractor personnel shall provide Services between the Work Hours as identified by the requesting State Agency, excluding State of New Hampshire holidays. Changes to this Schedule may be made upon Agreement with the State Project Manager.

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State will provide the Contractor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted Services.

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

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

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

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

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

- Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure;
- Information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Contractor access or attempt to access any information without having the express authority from the State to do so;
- At no time shall Contractor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access;
- All Software Licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Contractor must use utmost care to protect and keep

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

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

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

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

xvi. FORCE MAJUERE

Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from unforeseeable events beyond the control of such party and without fault or negligence of such party. Such events shall include acts of God, strikes, lock outs, riots, and acts of War, epidemics, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

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

xvii. STATE CONFIDENTIAL INFORMATION

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

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

Any disclosure of the State Confidential information shall require prior written approval of the State. The Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and

the Contractor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

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

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing the information it claims to be confidential or proprietary. The Contractor acknowledges that the State is subject to the Right to Know Law, RSA chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State will notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor without any State liability to the Contractor.

In the event of a Data Breach, the Contractor shall comply with provisions of NH RSA 359-C.

#### xviii. TRANSMISSION OF CONFIDENTIAL DATA

**Application Encryption:** Contractor attests the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application's encryption capabilities ensure secure transmission via the internet if transmitting data containing confidential data between applications.

**Computer Disks and Portable Storage Devices:** Contractor may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data. Encrypted thumb drives may be used with written exception from the State.

**Encrypted Email:** Contractor 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.

**Encrypted Web Site:** If Contractor is employing the Web to transmit Confidential Data, all data must be encrypted in transit using TLSv1.2 or higher.

**File Hosting Services, also known as File Sharing Sites:** Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data, without written exception from the State.

**Ground Mail Service:** Contractor may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx; within the continental U.S. and when sent to a named individual.

**Open Wireless Networks:** Contractor may not transmit Confidential Data via an open wireless network, unless employing a secure method of transmission or remote access, such as a virtual private network (VPN).

**Remote User Communication:** If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access must be used.

**SSH File Transfer Protocol also known as Secure File Transfer Protocol (SFTP):** If Contractor is employing an SFTP to transmit Confidential Data, Contractor 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).

**Wireless Devices:** If Contractor is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information and devices must be password protected.

xix.       **RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor shall retain the Confidential Data for the duration of this Contract. Upon the termination of the Contract, the Contractor shall return the Data in whatever form it may exist to the State within 30 days of the Contract termination. Only upon return of the Data to the State, the Contractor shall destroy the Data unless instructed otherwise by the State.

I.       **Retention**

Contractor agrees:

- Not to store, transfer or process Confidential Data collected in connection with the services rendered under this Contract and RFW/SOW 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.
- Confidential Data will not be stored on personal devices.
- To ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or State Confidential Data for contractor provided systems accessed or utilized for purposes of carrying out this Contract.
- To provide or require security awareness and education for/of its End Users in support of protecting Confidential Data.
- To retain all electronic and hard copies of Confidential Data in a secure location.
- Confidential Data stored in a Cloud must be in a Government Cloud compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All Contractor controlled servers and devices must follow the hardening

standards as outline in NIST 800-123

(<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>). As well as current, updated, and maintained anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware). The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as, firewall protection.

- To cooperate with the State's Chief Information Security Officer (CISO) in the detection of any security vulnerability of the hosting infrastructure.

ii. Disposition

- If the Contractor will maintain any Confidential Data 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. The Contractor will also 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 Confidential 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 shall provide the State with written certification, including date and time of data destruction, asserting that data was destroyed per this Agreement. The written certification will include all details necessary to demonstrate Confidential 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. In the event where the contractor has commingled Confidential Data and the destruction is not feasible the State and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

xx. PROCEDURES FOR SECURITY

1. Contractor agrees to safeguard the Confidential Data received under this Contract, and any Derivative Data or files, as follows
  - a. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
  - b. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - c. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
  - d. If the Contractor will be sub-contracting any core functions of the Contract and or RFQ/SOW supporting the services thereunder, the Contractor will ensure End User(s)

will maintain an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that are equivalent with the obligations imposed on the Contractor by this Agreement.

- e. The Contractor will work with the State 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 Confidential Data or system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
  - f. If the State 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 State and is responsible for maintaining compliance with the BAA.
  - g. In the event of an Incident, Computer Security Incident, or Privacy Breach the Contractor shall make immediate efforts to contain the Incident/Privacy Breach, to minimize any damage or loss resulting from the Incident, Computer Security Incident, or Privacy Breach, as well as, investigate the cause(s) and promptly take measures to prevent future Incidents, Computer Security Incidents, or Privacy Breaches of a similar nature from reoccurring.
  - h. Contractor agrees to maintain a documented Breach Notification and Incident Response process that complies with the requirements of this Information Security Requirements Exhibit.
  - i. Contractor must comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at a level consistent with the requirements applicable to state and federal agencies. Contractor agrees to establish and maintain appropriate administrative, technical, physical, and organizational 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 that is set forth in the principles of NIST 800-53 (Rev.4).
  - j. Contractor agrees to use the minimum necessary Confidential Data in performance of this Contract.
  - k. The Contractor is responsible for ensuring End User compliance with the terms and conditions of the Contract and this Information Security Requirements Exhibit.
  - l. The State reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable laws and Federal regulations until such time as the Confidential Data is disposed of in accordance with this Contract.
2. The State reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided herein, HIPAA, and other applicable State and federal laws and regulations until such time as the Confidential Data is disposed of in accordance with this Contract.

xxi. LOSS REPORTING

The Contractor must notify the State of any information security events, computer security incidents, or privacy breaches as soon as feasible, but no more than 24 hours after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

If a suspected or known information security event, computer security incident or privacy breach involves Social Security Administration (SSA) provided data or Internal Revenue Services (IRS) provided Federal Tax Information (FTI), the contractor must notify the State immediately and without delay.

The Contractor must comply with all applicable state and federal laws relating to the privacy and security of Confidential Data, and safeguard the Confidential Data at the level consistent with the requirements applicable to state and federal agencies. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- a. Identify Incidents;
- b. Determine if Confidential Data is involved in Incidents;
- c. Report suspected or confirmed Incidents as required in this Information Security Requirements Exhibit;
- d. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents and mitigation measures;
- e. Identify Incident/Breach notification method and timing; and
- f. Address and report Incidents, Computer Security Incidents, Privacy, and/or Breaches that implicate personal information (PI) in accordance with NH RSA 359-C:20 and this Agreement.

## **5. TERMINATION**

### **a. Termination for Default**

Upon the occurrence of any Event of Default, the State may take the following action:

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

### **b. Termination Procedure**

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

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

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

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

**c. Termination**

All RFQ/SOW shall automatically terminate in the event that this Contract terminates for any reason.

**6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications under the terms of this Contract and as described in State RFP #2348-21.

**LIMITATION OF LIABILITY  
CONTRACTOR**

Subject to applicable laws and regulations, in no event shall the Contractor be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and the Contractor's liability to the State for any claims, liabilities, or expenses relating to this Contract shall not exceed two times (2X) the total Contract price set forth in Contract Agreement - P-37, General Provisions, Block 1.8.

Notwithstanding the monetary limitation contained in this paragraph above, in the event a claim or action is brought against the State in which infringement, violation of Contractor's obligations under the Business Associate Agreement, and/or any third party claims for bodily injury, death, or damage to real or tangible personal property to the extent caused by the

Contractor's negligence or willful misconduct are alleged, the Contractor, at its own expense, shall defend, indemnify and hold harmless the State against all such claims or actions for any expenses, costs or damages, including legal fees and expenses, incurred by the State in connection with such claims or actions.

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.

**8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the Contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the Using Agency, the Contractor and its employees, and Sub-Contractors (if any), shall sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the Using Agency prior to the start of any work.

**10. ADDITIONAL REQUIREMENTS**

- a. The State requires ten (10) days' advance knowledge of work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.
- b. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.
- c. The Contractor or their personnel shall not represent themselves as employees or agents of the State.
- d. While on State property, Contractor's employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- e. All personnel shall observe all regulations or special restrictions in effect at the State Agency.
- f. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
- g. TERMS AND DEFINITIONS

<b>Acceptance</b>	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
<b>Access Control</b>	Supports the management of permissions for logging onto a computer or network.
<b>Appendix</b>	Supplementary material that is collected and appended at the back of a document.
<b>Authorized User</b>	The Contractor's employees, Contractors, Subcontractors or other agents who have permission to access the State's Personal Data

	to enable the Contractor to perform the Service required.
<b>Breach or Breach of Security</b>	Unlawful and unauthorized acquisition of unencrypted computerized Data that materially compromises the security, Confidentiality or integrity of personal information maintained by a person or commercial entity.
<b>Certification</b>	The Contractor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
<b>Change Control</b>	Formal process for initiating changes to the proposed Solution or process once development has begun.
<b>Change Control Procedures (CCP)</b>	Formal process for initiating changes to the proposed Solution or process once development has begun through the use of a Change Request/Order or CR.
<b>Change Management</b>	A process designed to help control the life cycle of strategic, tactical, and operational changes to IT services through standardized procedures. The goal of Change Management is to control risk and minimize disruption to associated IT services and business operations.
<b>Change Order</b>	Consists of changes which range from minor changes to significant changes that drastically alter the project, however, typically formal change requests involve more significant changes and the less impactful changes are made at the project management level. The change order must be made formally, via a written proposal or request form typically, and that changes are not to be implemented until they are formally approved.

<b>CJIS</b>	Means sensitive information like fingerprints and criminal backgrounds gathered by local, state, and federal criminal justice and law enforcement agencies as defined in the Criminal Justice Information Services (CJIS) Security Policy, a joint program of the FBI, State Identification Bureaus, and CJIS Systems Agency.
<b>Cloud/Cloud Government Environment</b>	Refers to all the cloud computing and virtualization products and solutions that are developed specifically for government organizations and institutions.
<b>Completion Date</b>	End date for the Contract.
<b>Computer Security Incident</b>	Means "Computer Security Incident" as stated in Section 2.1 of <u>NIST Publication 800-61 Rev. 2</u> , Computer Security Incident Handling Guide.
<b>Confidential Data</b>	Means all information owned, managed, created, received, from or on behalf of the State that is protected by information security, privacy or confidentiality rules and state and federal laws. This information includes but is not limited to Derivative Data, Protected Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data.
<b>Confidential Information</b>	Information required to be kept Confidential from unauthorized disclosure under the Contract.
<b>Contract</b>	This Agreement between the State of New Hampshire and a Contractor, which creates binding obligations for each party to perform as specified in the Contract Documents.
<b>Contract Conclusion</b>	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
<b>Contract Documents</b>	Documents that comprise this Contract.
<b>Contract Managers</b>	The persons identified by the State and the Contractor who shall be responsible for all

	contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.
<b>Contract Price</b>	The total, not to exceed amount to be paid by the State to the Contractor for product and Services described in the Contract Agreement. This amount is listed in Part 1, P-37 General Provisions - Section 1.8: Price Limitation.
<b>Contractor/Contracted Contractor</b>	The Contractor whose proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.
<b>Cure Period</b>	The thirty (30) day period following written notification of a default within which a Contractor must cure the default identified.
<b>Custom Software</b>	Software developed by the Contractor specifically for a project for the State.
<b>Data</b>	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the Contractor during the Contract Term.
<b>Data Breach</b>	The unauthorized access by a non-authorized person/s that results in the use, disclosure or theft of the State's unencrypted Non-Public Data.
<b>Deficiencies/Defects</b>	A failure, Deficiency or Defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
<b>Deliverable</b>	A Deliverable is a fully qualified IT consultant provided by the Contractor to the State under the terms of a Contract requirement.
<b>Department</b>	An agency of the State
<b>Department of Administrative Services (DAS)</b>	Responsible for providing innovative leadership, quality statewide management of

	services, and ensuring an efficient/cost-effective state government.
<b>Department of Health and Human Services (DHHS)</b>	Responsible for the health, safety and well-being of the citizens of New Hampshire. DHHS provides services for individuals, children, families and seniors, and administers programs and services such as mental health, developmental disability, substance abuse, and public health.
<b>Department of Information Technology (DoIT)</b>	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
<b>Derivative Data</b>	Means data or information based on or created from Confidential Data
<b>DevOps</b>	Is a set of practices that automates the processes between software development and IT teams, in order to build, test, and release software faster and more reliably.
<b>Digital Signature</b>	Certification that guarantees the unaltered state of a file, also known as "code signing".
<b>Documentation</b>	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
<b>Effective Date</b>	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
<b>Encryption</b>	Supports the transformation of Data for security purposes.
<b>End User</b>	Means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user) that receives Confidential Data in accordance with the terms of this Contract.
<b>Enhancements</b>	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of

	Enhancements, including, but not limited to, Enhancements produced by Change Orders.
<b>Fully Loaded</b>	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
<b>Governor and Executive Council</b>	The New Hampshire Governor and Executive Council.
<b>Health Insurance Portability and Accountability (HIPAA)</b>	Means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
<b>Identification and Authentication</b>	Supports obtaining information about those parties attempting to log on to a System or application for security purposes and the validation of those users.
<b>Incident</b>	Means an act that potentially violates an explicit or implied security policy, which includes successful attempts 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.
<b>Input Validation</b>	Ensure that the values entered by users or provided by other applications meets the size, type and format expected. Protecting the application from cross site scripting, SQL injection, buffer overflow, etc.
<b>Intrusion Detection</b>	Supports the detection of illegal entrance into a computer system.
<b>Information Technology (IT)</b>	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems,

	telecommunications, and various audio and video technologies.
<b>Key Project Staff</b>	Personnel identified by the State and by the Contractor as essential to work on the Project.
<b>Licensee</b>	The State of New Hampshire
<b>Non Exclusive Contract</b>	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
<b>Non-Software Deliverables</b>	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, service, other.
<b>Notice to Proceed (NTP)</b>	The State Contract Manager's written direction to the Contractor to begin work on the Contract on a given date and time.
<b>Not to Exceed (NTE)</b>	The total contract value committed by the State of New Hampshire that will not exceed the amount of the Contractor's firm proposal and estimates.
<b>Open Wireless Network</b>	Means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted Confidential Data.
<b>Operational</b>	The System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
<b>Order of Precedence</b>	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence.

<b>Personally Identifiable Information (PII)</b>	Means any data that could potentially identify a specific individual. Any information that can be used to distinguish one person from another and can be used for de-anonymizing anonymous data can be considered PII
<b>Privacy Breach</b>	Means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
<b>Project</b>	The planned undertaking regarding the entire subject matter of this Contract, RFQ/SOW and the activities of the parties related hereto.
<b>Project Team</b>	The group of State employees and contracted Contractor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality.
<b>Project Management Plan</b>	A document that describes the processes and methodology to be employed by the Contractor to ensure a successful project.
<b>Project Managers</b>	The persons identified who shall function as the State's and the Contractor's representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
<b>Protected Health Information (PHI)</b>	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.
<b>Regression Test Plan</b>	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have

	caused errors elsewhere in the application/process.
<b>Review</b>	The process of reviewing Deliverables for Acceptance.
<b>Review Period</b>	The period set for Review of a Deliverable. If none is specified then the Review Period is five (5) business days.
<b>Role/Privilege Management</b>	Supports the granting of abilities to users or groups of users of a computer, application or network.
<b>Schedule</b>	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
<b>Security Rule</b>	Means the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
<b>Services</b>	The work or labor to be performed by the Contractor on the Project as described in the Contract.
<b>Software</b>	All custom Software and COTS Software provided by the Contractor under the Contract.
<b>Software Deliverables</b>	The Software provided under this Contract and any Enhancements.
<b>Software License</b>	Licenses provided to the State under this Contract.
<b>Solution</b>	The Solution consists of the Total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Contract Specifications as a response to this RFP.
<b>Specifications</b>	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards.

	subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
<b>Standard Operating Procedure (SOP)</b>	Is a set of step-by-step instructions compiled by an organization for users to carry out complex routine operations. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication within the organization.
<b>State</b>	STATE is defined as: State of New Hampshire Department of Administrative Services 20 Capitol Street Concord, NH 03301 The term "State" shall include all state agencies.
<b>Statement of Work (SOW)</b>	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and the Contractor. The SOW defines the results that the Contractor remains responsible and accountable for achieving.
<b>State's Confidential Records</b>	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to RSA Chapter 91-A.
<b>State Data</b>	Any information contained within State systems in electronic or paper format.
<b>State Fiscal Year (SFY)</b>	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year.

<b>State's Project Manager (PM)</b>	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Request (CR).
<b>Subcontractor</b>	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.
<b>System</b>	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
<b>System Integrator (SI)</b>	A Contractor that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together, a practice known as system integration. They also solve problems of automation.
<b>TBD</b>	To Be Determined
<b>Term</b>	Period of the Contract from the Effective Date through Contract End Date.
<b>Test Plan</b>	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test Data, test scripts and reports for the test results as well as a tracking mechanism.
<b>Using Agency</b>	A State of New Hampshire Agency that submitted a request for a quote from vendor(s).
<b>Verification</b>	Supports the confirmation of authority to enter a computer system application or network.
<b>Virtual Private Network (VPN)</b>	Extends a private network across a public network, and enables users to send and receive Data across shared or public networks as if their computing devices were directly connected to the private network.

<p><b>Warranty Period</b></p>	<p>A period of coverage during which the contracted Contractor is responsible for providing a guarantee for products and services delivered as defined in the contract.</p>
<p><b>Work Hours</b></p>	<p>Contractor personnel shall provide Services between the Work Hours as identified by the requesting State Agency, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided upon request.</p>
<p><b>Work Plan</b></p>	<p>The overall plan of activities for the Project created in accordance with the RFQ/SOW. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.</p>

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Salesforce Professional services in complete compliance with the terms and conditions of this Agreement and any future Statement of Work awarded to the Contractor. The Contractor acknowledges and agrees that this is a not-to-exceed Agreement with an aggregate price limitation of \$10,000,000.00 for all future SOW. This price limitation is shared between multiple vendors, and no funds will be paid to the Contractor once the price limitation is reached. This price limitation is not considered a guaranteed or minimum figure; however it shall be considered a maximum figure for all future SOW from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

Both Parties acknowledge and agree that this Contract shall not be exclusive in any respect.

**2. PRICING STRUCTURE**

Contractor shall provide the services at the not-to-exceed hourly rates set in the Table below. This pricing for hourly staff or Project staffing shall be effective for the term of this Contract, any extensions thereof and the Statement of Work.

Position	Year 1 Contract Approval - 12/31/21	Year 2 1/1/22 - 12/31/22	Year 3 1/1/23 - 12/31/23
	Hourly Rate Not to Exceed	Hourly Rate Not to Exceed	Hourly Rate Not to Exceed
Program Manager	\$245.00	\$252.35	\$259.92
Scrum Master	\$205.00	\$211.15	\$217.48
Salesforce Technical Architect	\$255.00	\$262.65	\$270.53
Salesforce Administrator	\$215.00	\$221.45	\$228.09
Salesforce Platform Developer	\$215.00	\$221.45	\$228.09
Salesforce Data Architect	\$255.00	\$262.65	\$270.53
Salesforce Business Analyst	\$190.00	\$195.70	\$201.57
Salesforce Training Consultant	\$205.00	\$211.15	\$217.48

### 3. FUTURE PRICING REQUESTS

The State reserves the right to either seek additional discounts from Contractor or to contract separately for a single purchase, if in the judgment of the State, the Project required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit C Section 2, whether or not such a savings actually occurs.

### 4. INVOICE

Itemized invoices shall be submitted to the requesting agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

### 5. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

**EXHIBIT D**

RFP #2425-21 is incorporated here within.

**EXHIBIT E – Salesforce Managed Services RFQ Worksheet/Template**

**Purpose:** To request a proposal from prequalified Salesforce Managed Services vendors for a specific Scope of Work. All Statements of Work shall adhere to this worksheet. All the terms and conditions within the Salesforce Managed Services Contract RFP 2348-21 are applicable to this scope of work.

<b>Salesforce Professional Services Managed Services RFQ</b>	
<b>INFORMATION</b>	
Date: MM/DD/YYYY	Proposal Due Date: MM/DD/YYYY
Project Name:	
Agency Supported:	Submitter: <Name> <Title> <Contact Information>
Mandatory Expertise or Contractor Qualifications: • Text	
Key Staff Required with Subject Matter Expertise: • Staff assigned to the following roles shall have knowledge of (X) Programs and experience with (X) requirements o Staff Title – Text o Staff Title – Text	
Sample Work plan and Methodology Required?	Key Contractor Staff Resumes Required?
Compliance Requirements:	
<b>STATEMENT OF WORK</b>	
Project Overview: Describe how the work will meet statutory/regulatory/business requirements for the Agency that is associated with the project.	
Background and Current Processes:	
Assumptions/Risk Mitigation Plan:	
<b>PROJECT DELIVERABLES AND MILESTONES</b>	
Deliverables:	

Milestones:

**INTERFACE REQUIREMENTS**

Interfaces Required?

Assumptions/Risk Mitigation Plan

**STATE TEAM**

SOW Project Manager  
<Name>  
<Title>  
<Contact Information>

Key Team Members  
<Role>  
<Name>  
<Title>  
<Contact Information>  
  
<Role>  
<Name>  
<Title>  
<Contact Information>

**Evaluation Criteria (for SOW awards)**  
All awards for the SOW will be based on the following criteria. (The agency will select award criteria and point allocations.)  
For example purposes only:  
1. Ability to meet "Mandatory Expertise or Contractor Qualifications" – 30 Points  
2. Ability to meet "Key Staff Required with Subject Matter Expertise" – 20 Points  
3. Optional interviews as deemed necessary by the State – 20 Points  
4. Total cost – 30 Points  
*Note: Points must total 100.*