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# STATE OF NEW HAMPSHIRE
## DEPARTMENT OF INFORMATION TECHNOLOGY

New Hampshire DoIT

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

Denis Goulet, *Commissioner*

48

May 16, 2025

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

**REQUESTED ACTION**

Authorize the Department of Information Technology, on behalf of the Department of Health and Human Services, to amend an existing **Sole Source** contract with Legal Files Software (VC#168989), Springfield, IL to continue to provide the Department of Health and Human Services (DHHS) with the Legal Files case tracking software, by increasing the price limitation by $308,671 from $402,876 to $711,547 and by extending the completion date from June 30, 2025 to June 30, 2030, effective upon Governor and Council approval. Source of Funds: 100% Other (Agency Class 027) funds: The Agency Class 027 used by DHHS to reimburse DoIT will be 42% Federal Funds, 58%General Funds.

The original contract was approved by Governor and Council on August 22, 2012, item #11, amended on June 20, 2018, item #62A, and most recently amended on June 24, 2020, item #78.

Funds are available in State Fiscal Year 2025 and are anticipated to be available in State Fiscal Years 2026, 2027, 2028, 2029 and 2030, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

| CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME-AGENCY NAME - ACCOUNTING UNIT NAME CLASS-OBJECT - DESC | ACTIVITY CODE | FY25 | FY26 | FY27 | FY28 | FY29 | FY30 | Total Amount |
|---|---|---|---|---|---|---|---|---|
| 01-03-03-030010-76950000 – DoIT- IT for DHHS 038-509038 Agency Application Software | 03950323 | $20,400 | $53,319 | $55,398 | $57,564 | $59,820 | $62,170 | $308,671 |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. Additionally, this contract amendment is sole source due to the proprietary nature of this software. This contractor is the only authorized contractor able to perform maintenance and support for the proprietary software. The current legal files software system meets all business, security, and technical requirements of the Department. Transitioning to a new system would require significant time, resources, and training, and would result in disruptions to ongoing operations.

The purpose of this request is for the contractor to continue to provide support and maintenance for the legal files software database, which is used by DHHS as a case management system. The legal files software is utilized to manage the DHHS legal caseload, including 91-A requests, litigation, general counsel matters, privacy matters, New Hampshire Hospital probate admissions, Estate Recoveries, appeals of public assistance benefits decisions, rulemaking, and reporting. The contractor provides the capability to track each request and response and ensure that critical deadlines are being met. Legal Files serves as a repository for legal research and pleadings that increases staff efficiency by allowing the benefit of prior work. Without the existing legal files software database, the Department will not have access to a case management system for the administration of Medicaid Estate Recoveries, including enhanced tracking of invoices, payments, and recoveries, and the reduction of duplication of work. These efficiencies have led to a reduction in staff time previously used for manual data entry and allow more time to be spent on recoveries of Medicaid funds owed to the state. Since the implementation of Legal Files in 2012, the Estate Recoveries Unit has seen their annual collections increase by an average of $2.1million annually. In 2012, DHHS processed roughly 1,300 recoveries each year and are now able to process approximately 1,800 per year. It allows DHHS to analyze cases more effectively and efficiently, resulting in an $800 per case additional recovery. The Contractors software allows for more detailed reporting of those recoveries for budgeting and other purposes. This also allows DHHS to track, docket, and retain all legal documents and briefing for all administrative appeals held by DHHS, current litigation against DHHS, and other legal matters, including HIPAA privacy matters and 91-A requests, increasing transparency to the benefit of the citizens of New Hampshire.

Since initially implemented by the Estate Recoveries Unit, Legal Files has been successfully implemented by the DHHS Bureau of General Counsel, Administrative Rules, New Hampshire Hospital Legal Unit, and more recently, the DHHS Administrative Appeals Unit.

The Departments will monitor services by ensuring the contractor adheres to technical assistance timeframes and the required response times with DoIT.

Should the Governor and Council not authorize this request, DHHS legal staff will not have access to a case management system necessary for the administration of Estate Recoveries, administrative appeals, litigation, and other legal matters; including 91-A requests, which will lead to significant delays and in the case of Estate Recoveries and administrative appeals, the loss of revenue.

The Department of Information Technology and the Department of Health and Human Services respectfully request approval of this contract amendment.

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD



Respectfully submitted,

Denis Goulet
Commissioner,
Department of Information
Technology

For

Lori A. Weaver
Commissioner,
Department of Health and Human
Services

DG/jd
DOIT #2012-085C
RID #94617 (51446)

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

This Amendment to the DHHS Legal Files contract is by and between the State of New Hampshire, Department of Information Technology ("State" or "Department") and Legal Files Software, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2012, (Item #11), June 20, 2018, (Item #62A), and June 24, 2020 (Item #78) the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

   June 30, 2030

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

   $711,547

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

   Denis Goulet, Chief Information Officer DoIT and Robert W. Moore, Director – Bureau of Contracts and Procurement

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   Denis Goulet 603-223-5703, and Robert W. Moore 603-271-9631.

5. Modify Exhibit A-1, Additional Scope of Services, Amendment #2, by replacing it in its entirety with Exhibit A-1, Additional Scope of Services, Amendment #3, which is attached hereto and incorporated by reference herein.

6. Modify Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule, Paragraph B, Data Conversion Services, to add Section B.3 to read:

   B.3. Converting existing Legal Files Oracle Database to a Legal Files Microsoft SQL Database Custom Programming Services for Data Conversion, as outlined in Exhibit A-1 Additional Scope of Services.

   **102 hours @ $200/hour <u>$20,400.00</u>**

7. Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule, Paragraph C, Maintenance and Support services to read:

   Maintenance and Support Services includes up to 62 user licenses, which are the standard end user application licenses, with 7 desktop licenses, which is the client/server application where some administrative features exist and included with any client using the Enterprise configuration, and server license for production and test environment using the Enterprise configuration. Maintenance and support for the custom integration is included in State Fiscal Year's 2022 - 2027.



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Contractor Initials LF
Date 6/4/2025

Costs for each state fiscal year are defined as follows:

| | |
|---|---|
| SFY 2021 – Annual Maintenance and Support | $ 19,426.00 |
| SFY 2022 – Annual Maintenance and Support | $ 26,609.00 |
| SFY 2023 – Annual Maintenance and Support | $ 27,210.00 |
| SFY 2024 – Annual Maintenance and Support | $ 27,828.00 |
| SFY 2025 – Annual Maintenance and Support | $ 28,465.00 |
| SFY 2026 – Annual Maintenance and Support | $ 29,319.00 |
| SFY 2027 – Annual Maintenance and Support | $ 30,198.00 |
| SFY 2028 – Annual Maintenance and Support | $ 31,104.00 |
| SFY 2029 – Annual Maintenance and Support | $ 32,037.00 |
| SFY 2030 – Annual Maintenance and Support | $ 32,998.00 |

**Total Annual Maintenance and Support Services: $155,656.00**

8. Modify Exhibit B, Payment Schedule, Section 2, to add Paragraph F, Hosting, to read:

F. Rackspace Hosting - 300 GB of storage for up to 65 users as follows:

| | |
|---|---|
| SFY 2026 – Hosting | $ 24,000.00 |
| SFY 2027 – Hosting | $ 25,200.00 |
| SFY 2028 – Hosting | $ 26,460.00 |
| SFY 2029 – Hosting | $ 27,783.00 |
| SFY 2030 – Hosting | $ 29,172.00 |

**Total Hosting: $132,615.00**

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

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

State of New Hampshire
Department of Information Technology

May 20, 2025
Date

Name: Denis Goulet
Title: CIO / DOIT Commissioner

State of New Hampshire
Department of Health and Human Services

6/4/2025
Date

DocuSigned by:
David Wieters
972B21951830428...

Name: David Wieters
Title:
David Wieters

Legal Files Software, Inc.

6/4/2025
Date

DocuSigned by:
Laura Fese
61F15D780081450...

Name: Laura Fese
Title:
Chief Legal Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2025

Date

DocuSigned by:
Robyn Guarino
748734844941480...

Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# Additional Scope of Services

## 1. Scope of Services

1.1. Data Conversion Services

1.1.1. The Contractor shall provide data conversion services in accordance with its standard electronic data conversion procedures. Where the order specifies a number of hours for the data conversion, such number is an estimate only, and subject to adjustment based on final review of the database and file format, quality and quantity of Customer data, timeliness of Customer cooperation and other factors outside of Licensor's reasonable control. Provided further that any adjustment to the estimate must be within the Contract price limitation as set forth in Form P-37, General Provisions, Block 1.8. The general progression and allocation of responsibility for data conversion services includes:

1.1.1.1. Data conversion programs will be created at Licensor's facilities. In order to prepare the conversion program, all source data must be provided by the Department to Licensor in an acceptable, machine-readable format and must be corruption free or the contractor must work with the Department to create an interim environment on state servers to accomplish the conversion from Oracle to SQL.

1.1.1.2. Should in-house expertise or local consultants not be available, the Contractor shall visit the Department's site or be available remotely (through teleconference methods) to obtain the source data and documentation required to create the conversion program. Such on-site services will be charged at the Contractor's daily rate.

1.1.1.3. Data scrubbing is the process of fixing or eliminating individual pieces of data that are incorrect, incomplete or duplicated in the source database when the data is passed to the target database. Unless specifically noted in the Statement of Work, the Contractors' conversion estimate does not include data scrubbing.

1.1.1.4. The Legal Files business analyst and the appropriate parties from the Department shall provide data fields and oracle schema and will work with the contractor to create a data mapping document that defines where the source data currently resides in the source database and where that data is intended to go in the target Legal Files database. Once complete, the data mapping document must be approved by the Department via email or signed document before the conversion program can be created.

1.1.1.5. The Contractor shall perform a test data conversion to provide the Department with the ability to review the source data as it was mapped and will appear in the Software application. The test data conversion must be approved by the Department via email or signed document before the final data conversion can be performed.

1.1.1.6. If changes to the data mapping document or test data conversion are requested by the Department after they have been approved, the Contractor reserves the right to charge an additional fee for time worked, and to delay any previously estimated completion dates.

1.2. Roles and Responsibilities

1.2.1. The Department will perform user acceptance testing relative to the data migration configuration requirements that are established during the business analysis.

1.2.2. Should a change be requested to the scope of the project, the Contractor and the Department shall jointly assess the impact of that change to the project schedule and update the project plan accordingly. Provided further that any change must be within the Contract price limitation as set forth in Form P-37, General Provisions, Block 1.8.

1.2.2.1. The Contractor shall provide a reasonable bid or estimate of any increased or decreased costs that would be incurred as a result of the change. The Contractor shall not proceed with the change until the parties agree to the change in writing. All Services provided by the Contractor are subject to the terms and conditions of the Agreement.

1.2.2.2. Once sign-off on data mapping/requirements document occurs the project is submitted to the Contractor's development staff.

1.2.2.3. Should changes be necessary to the data mapping or specifications after the sign off, the Contractor shall provide a reasonable estimate of any increased or decreased costs that would be incurred as a result of the changes. The Contractor shall not proceed with the changes until the parties agree to the changes in writing.

1.2.3. The Department will perform user acceptance testing on the configuration requirements that are established during the business analysis

1.2.4. All Software and Maintenance is provided electronically or via telephone by the Contractor to the Department.

## 2. Staffing

2.1. The Contractor shall supply a project manager.

2.1.1. The Project Manager shall plan work in collaboration with the Department and monitor progress against target milestones.

2.1.2. The Project Manager and the Department's Project Manager shall supply the communication and coordination between the entities, including the planning and coordination of project status meetings.

## 3. Reporting

3.1. The Contractor's project manager shall produce a Requirements and Data Mapping Report that will map existing data to Legal Files field by field and define the requirements.

3.2. Confidential Data

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

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

3.3. Privacy Impact Assessment

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

3.3.1.1. How PII is gathered and stored;

3.3.1.2. Who will have access to PII;

3.3.1.3. How PII will be used in the system;

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

3.3.1.5. Privacy practices.

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

3.4. Contract End-of-Life Transition Services

3.4.1. General Requirements

3.4.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure

transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

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

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

3.4.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

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

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

3.4.2. Completion of Transition Services

3.4.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (15) business days

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after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said fifteen (15) business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

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

3.4.3. Disagreement over Transition Services Results

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

## 1. Additional Terms

### 1.1. Impacts Resulting from Court Orders or Legislative Changes

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

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

1.2.1. The Contractor must submit:

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

1.2.1.2. A written attestation, within forty-five (45) days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last twelve (12) months, the Contractor Required Training Video on Civil Rights-

related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

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

**1.3. Credits and Copyright Ownership**

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

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

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

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

Legal Files
An Onit Company

**Exhibit D**
**Hosting Addendum**

This Hosting Addendum ("Addendum") supplements and is made part of the End User License Agreement ("Agreement") between Legal Files Software, Inc. ("Licensor"), an Illinois corporation, and the "Customer" identified below.

## I. CUSTOMER INFORMATION

Full Legal Name: New Hampshire Department of Health and Human Services

Billing Address: Department of Information Technology AP
27 Hazen Drive
Concord, NH 03301

Primary Contact: *Matthew S. Ensign* Email: Matthew.S.Ensign@doit.nh.gov Phone: 603.230.3433

Billing Contact: *Matthew S. Ensign* Email: Matthew.S.Ensign@doit.nh.gov Phone: 603.230.3433

## II. HOSTING TERMS AND CONDITIONS

Pursuant to the Agreement, Customer is authorized to install the Software with a reputable third party hosting provider. Customer has requested that Licensor arrange for and manage such hosting of the Software on Customer's behalf. During the term of this Addendum, Customer agrees to purchase and Licensor agrees to provide such Services in accordance with the Agreement as supplemented by the following terms and conditions:

1. Licensor will arrange for hosting of the Software with Rackspace Inc. or such other reputable third party hosting provider as Licensor may designate from time to time, in Licensor's reasonable discretion (the "Hosting Provider"). Additionally, Licensor will provide managed services to Customer consisting of standard installation, configuration, and maintenance of the Software in the hosted environment.

2. Customer will pay Licensor for the Software hosting and managed services at the pricing set forth in this Amendment #3. Any future increase to pricing must be agreed upon by both Parties via an Amendment and approved by NH Governor and Executive Council.

3. Customer will comply with all reasonable rules that are imposed by the Hosting Provider, including its remote access requirements and acceptable use policy. Customer will remotely access the host environment solely to use the Software as licensed, configured for, and made available to Customer under the Agreement and this Addendum. Customer will direct all technical support and maintenance requests for the hosted Software to Licensor (not the Hosting Provider), and Licensor will respond to such requests in accordance with Licensor's Services and Support Policy.

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4. Hosting of the Software is provided under and subject to the terms and conditions between Licensor and the Hosting Provider. Licensor does not assume any obligations or liability of any kind in connection with the hosting of the Software, or the availability, security, or operation thereof. In the event of any performance issues or other claims arising out of or related to the hosting arrangement, as Licensor's entire obligation and Customer's sole and exclusive remedy, Licensor will use commercially reasonable efforts to enforce the Hosting Provider's service levels and other obligations to Licensor on Customer's behalf.

5. The term of this Addendum shall continue as long as Licensor arranges for hosting of the Software on Customer's behalf. Either party may terminate the hosting arrangement at the conclusion of the initial or any renewal hosting term by providing at least ninety (90) days' prior notice of non-renewal to the other party. Additionally, Licensor may terminate the hosting arrangement (i) if Customer breaches its payment or other obligations related to the hosting arrangement and fails to cure the breach within thirty (30) days after being notified thereof or (ii) if Licensor discontinues offering Software hosting for Licensor's customers generally. Termination of the hosting arrangement under this Addendum shall not terminate Customer's license to or payment obligations for the Software.

6. This Addendum amends and supplements the Agreement, and shall control over any inconsistent terms in the Agreement. Except as modified by this Addendum, the Agreement remains in full force and effect

## III. SIGNATURE BLOCK

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Addendum to be executed by their respective authorized representatives and incorporated as a supplementary **Exhibit D** to the Agreement.

**Customer:**

By: Denis Goulet

Name: Denis Goulet

Title: CIO / DOIT Commissioner

Date: June 6, 2025

**Legal Files Software, Inc.:**

By: Laura Fese
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Name: Laura Fese

Title: Chief Legal Officer

Date: 6/4/2025

**Description of Managed Services**

Legal Files offers Managed Services for hosted installations of the Software.

The server-side components of the Software are comprised of the Web Server containing the Legal Files Web Application, the Database Server which houses the Legal Files Database, the Document Store which contains all the documents and attachments stored within the Software, and the services and peripheral components such as Document Generation and Document Text Search.

For hosted customers, Legal Files will install, configure, and support these server-side components of the Software. Customer's connection to the Legal Files hosted environment will require a VPN connection, either site to site or software-based.

Legal Files Software, Inc. will not have access to your internal network and/or workstations. Legal Files Managed Services does not

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cover anything that needs to occur local to your network or workstation environment, including but not limited to:

- Network connection/setup between customers location(s) and hosting provider such as Rackspace.
  - Site to Site VPN
  - Client VPN application
  - Firewall settings
- Client workstation installs for Legal Files integration with Microsoft Office and Acrobat.

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# 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 LEGAL FILES SOFTWARE, INC. is a Illinois Profit Corporation registered to transact business in New Hampshire on September 06, 2002. 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: **413163**

Certificate Number: **0007186955**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 23rd day of May A.D. 2025.

David M. Scanlan

Secretary of State

## CERTIFICATE OF AUTHORITY

I, Stasha Jain, hereby certify that:

1. I am a duly elected Assistant Secretary of Legal Files Software, Inc..

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on February 1, 2025, at which a quorum of the Directors/shareholders were present and voting.

> **VOTED:** That Austin Owens – President & Treasurer, Laura Fese – Vice President & Secretary and Stasha Jain – Assistant Secretary is duly authorized on behalf of Legal Files Software, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 5/20/2025

DocuSigned by:
Stasha Jain
C4310CA8BBBD4C4...

Signature of Elected Officer
Name: Stasha Jain
Title: Assistant Secretary

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD

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TIMOTHYMCCABE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2025

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

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

PRODUCER
NFP Property & Casualty Services, Inc.
141 Longwater Drive
Suite 101
Norwell, MA 02061

CONTACT NAME: Mitchell Glennon
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: mglennon@thompsonflanagan.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : The Phoenix Insurance Company | 25623 |
| INSURER B : The Charter Oak Fire Insurance Company | 25615 |
| INSURER C : Travelers Property Casualty Company of America | 25674 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Legal Files Software, Inc.
801 S. Durkin Drive
Springfield, IL 62704-6027

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | ZLP16P43037-24 | 11/24/2024 | 11/24/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT X LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | BA1W865151-24 | 11/24/2024 | 11/24/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | X UMBRELLA LIAB / X OCCUR | | | CUP1W870357-24 | 11/24/2024 | 11/24/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | UB1W865685-24 | 11/24/2024 | 11/24/2025 | X PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N | N/A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability / Technology and Professional Liability
Lloyds Syndicate 2987 (Brit Syndicates Limited)
Effective: 11/16/2024 - 11/24/2025, Pol. # APT1205424
Policy Aggregate: $5,000,000
Technology and Professional Liability Each Claim: $5,000,000
Cyber Liability Each Claim: $5,000,000
Retroactive date- Full Prior Acts

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Brian Flenz


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

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**Denis Goulet**
*Commissioner*


May 28, 2020

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

## REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to amend an existing **sole source** agreement with Legal Files Software, Inc. Vendor #168989, 801 S. Durkin Dr., Springfield, IL 62704 for the provision of continued data conversion, implementation and training services to the Department of Health and Human Services (DHHS) for their existing Legal Files case tracking software by increasing the price limitation by $248,138 from $154,738 to $402,876 and by extending the contract completion date from June 30, 2020 to June 30, 2025, effective upon approval by the Governor and Executive Council. The original agreement was approved by the Governor and Executive Council on August 22nd, 2012 (Item #11) and subsequently amended on June 20, 2018 (Item #062A).

Source of Funds: 100% Other (Agency Class 027) funds: The Agency Class 027 used by DHHS to reimburse DoIT will be 49.82% Federal funds and 50.18% General funds.

Funds are available in the following account for Fiscal Year 2021, and are anticipated to be available in Fiscal Years 2022, 2023, 2024 and 2025, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between fiscal years through the Budget Office, if needed and justified.

| CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCOUNTING UNIT #- DEPT NAME- AGENCY NAME -ACCOUNTING UNIT NAME CLASS- OBJECT - DESC | ACTIVITY CODE | FY 21 | FY 22 | FY 23 | FY 24 | FY 25 | Total Amount |
|---|---|---|---|---|---|---|---|
| 01-03-03-030010-76950000 – DoIT-IT for DHHS 038-509038 Agency Application Software | 03950174 | $110,426 | $54,209 | $27,210 | $27,828 | $28,465 | $248,138 |

## EXPLANATION

The original agreement is **sole source** due to the proprietary nature of this software. There is no other vendor that can access the underlying code, or provide ongoing support and maintenance.

The purpose for this request is to allow the Contractor to continue to provide support and maintenance for the Legal Files software database, which is used by the Estate Recovery Unit as a case management system. Extending the contract will allow the DHHS Bureau of General Counsel to complete the design and build process so that the Legal Files software can be used as the case management system for DHHS Bureau of General Counsel to manage its caseload, including 91-A

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requests. This will provide the capability to track each request and response, and ensure that critical deadlines are being met. The DHHS Bureau of General Counsel currently does not have a case management system.

Extending the Contract Completion Date will also allow DHHS to explore the potential of the Legal Files software as a possible solution to best manage DHHS appeals at the Administrative Appeals Unit (AAU). The current AAU docket management system is built on a Microsoft Access ® database that is limited in function, and may be failing due to size.

Legal Files case management software provides a benefit to the State with improvements to invoice tracking, payment, and recovery of Medicaid funds by the Estates Recovery Unit. The software replaces manual data entry, and greatly reduces duplication of work, which allows for more resources to be applied to the recovery of Medicaid funds that are owed to the State.

The DHHS Bureau of General Counsel provides legal support to all Divisions of DHHS. By implementing the Legal Files software as its case management system, The Bureau will improve its ability to manage its caseload, and ensure that critical deadlines are met when responding to 91-A requests.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Ability to track 91-A requests will be assessed when design process is complete.
- Assessment of improved efficiency of legal services will be conducted
- Reporting functions will be tested
- Feasibility as AAU docket management system will be assessed

Should the Governor and Executive Council not authorize this request, the Estates Recovery Unit may not have access to timely support for maintenance issues that may arise with the Legal Files system. The DHHS Bureau of General Counsel may not be able to develop a case management system for tracking and responding to 91-A requests, and AAU may not be able to implement a docket management system for DHHS appeals.

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

The Department of Information Technology respectfully requests approval of this contract amendment.

Respectfully Submitted,

Kenneth R. Dunn for
Denis Goulet
Commissioner

Approved by: Lori A. Shibinette
Lori A. Shibinette
Commissioner

DoIT #2012-085B
RID: 51446

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

**Denis Goulet**
*Commissioner*


June 2, 2020

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

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend an existing Sole Source contract agreement with Legal Files Software, Inc., as described below and referenced as DoIT No. 2012-085B

> This is a request for approval to enter into a contract amendment to provide continued technical support and maintenance for Legal Files software by providing additional configuration services, training, and project management for an expanded production deployment of Legal Files Software.
>
> The contract amendment includes funding for $248,138 increasing the total amount from $154,738 to $402,876, and extending the completion date from June 30, 2020 to June 30, 2025, effective upon the date of Governor and Executive Council approval through June 30, 2025.

A copy of this letter should accompany your Agency's submission to Governor and Executive Council for approval.

Sincerely,

Kenneth R. Swan for
Denis Goulet

DG/kaf/ck
RID # 51446
DoIT #2012-085B

cc: Michael Williams, DoIT - IT Lead

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2 to the DHHS Legal Files**

This 2nd Amendment to the DHHS Legal Files contract (hereinafter referred to as "Amendment #2") is by and between the State of New Hampshire, Department of Information Technology (DoIT) on behalf of the Department of Health and Human Services (DHHS), (hereinafter referred to as the "State" or "Department") and Legal Files Software, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 801 S. Durkin Dr., Springfield, IL 62704.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22, 2012, (Item #11), as amended on June 20, 2018, (Item #62A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

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

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

   June 30, 2025.

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

   $402,876.

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

   Denis Goulet, Chief Information Officer DoIT and Nathan D. White, Director DHHS Contracting Unit.

4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   Denis Goulet 603-223-5703, and Nathan D. White 603-271-9631.

5. Add Exhibit A-1, Additional Scope of Services, Amendment #2, which is attached hereto and incorporated by reference herein.

6. Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule, Table 1: Payment Schedule: Paragraph A. to read:

   Training and Project-Implementation Services: Legal Files will provide training, configuration services and project management for an expanded production deployment of Legal Files Software to the Department of Health and Human Services, Office of Operations Support, General Counsel Bureau, Administrative Rules, and Administrative Appeals Unit (AAU).

| | | |
|---|---|---|
| A.1. Onsite Legal Files Administration Training, Configuration, Assistance and Data Mapping | 8 days @ $2,100/day | $16,800.00 |
| A.2. Onsite End User Training | 10 days @ $2,100/day | $21,000.00 |
| A.3. Remote/Offsite General Project Management, Project Sessions, Kick-off call and Data Mapping | 80 hours @ $200/hour | $16,000.00 |
| **Total Training and Project Implementation Services** | | **$53,800.00** |

7. Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule, Paragraph B, Data Conversion Services, to read:

B.1. Custom Programming Services for Custom Data Conversion from Access database into new Site for AAU.

58 hours @ $200/hour $11,600.00

Deliverables include:

B.1.1. Database will be sent to Department via FTP upload (no tangible media);

B.1.2. Source Data will be provided in Microsoft Access database;

B.1.3. Pricing includes converting appropriate source data into the following data screens and fields in the Legal Files application:

B.1.3.1. File Setup data fields;

B.1.3.2. Users, File Managers and Status;

B.1.3.3. Name Care including Address, Phone Numbers, Email, and File Related Person Records;

B.1.3.4. Notes;

B.1.3.5. Calendars; and

B.1.3.6. One (1) File Level Custom Window.

B.2. Custom Programming Services for Data Conversion from CSV File into new site for Rules.

68 hours @ $200/hour $13,600.00

Deliverables include:

B.2.1. Data will be sent to Department via FTP upload, (no tangible media);

B.2.2. Source Data will be provided in CSV file format;

B.2.3. Pricing includes converting appropriate source data into the following data screens and fields in the Legal Files application:

B.2.3.1. File Setup data fields;

B.2.3.2. Users, File Managers and Status;

B.2.3.3. Name Care including Address, Phone Numbers, Email and File Related Person Records;

B.2.3.4. Notes;

B.2.3.5. Calendars; and

B.2.3.6. One (1) File Level Custom Window.

**Total Data Conversion Services** **$25,200.00**

8. Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule, Paragraph C, Maintenance and Support services to read:

Maintenance and Support Services includes up to 62 user licenses, which are the standard end user application licenses, with 7 desktop licenses, which is the client/server application where some administrative features exist and included with any client using the Enterprise configuration, and server license for production and test environment using the Enterprise configuration.

Maintenance and support for the custom integration is included in State Fiscal Year's 2022, 2023, 2024 and 2025. Costs for each state fiscal year are defined as follows:

| | |
|---|---|
| SFY 2021 – Annual Maintenance and Support | $ 19,426.00 |
| SFY 2022 – Annual Maintenance and Support | $ 26,609.00 |
| SFY 2023 – Annual Maintenance and Support | $ 27,210.00 |
| SFY 2024 – Annual Maintenance and Support | $ 27,828.00 |
| SFY 2025 – Annual Maintenance and Support | $ 28,465.00 |
| **Total Annual Maintenance and Support Services** | **$129,538.00** |

9. Add Exhibit B, Payment Schedule, Section 2, Paragraph D, Custom Development-Integration Services, Custom Data Importer to read:

| | | |
|---|---|---|
| D.1. Custom Data Importer | 165 hours @ $200/hour | $33,000.00 |
| D.2. Annual Maintenance and Support (Maintenance and Support amount will be prorated to be the anniversary date after delivered and accepted.) | | $ 6,600.00 |
| **Total Custom Integration Services** | | **$39,600.00** |

10. Add Exhibit B, Payment Schedule, Section 2, Paragraph E, Deliverable Payment Schedule, to read:

E.1. This Contract will allow Legal Files Software, Inc. to invoice the Department for the following Deliverables appearing in the price and payment tables below:

| Deliverables | Due Date (Business Days) | Payment Schedule |
|---|---|---|
| a. For all custom integrations-imports. | Ten (10) days after approval of Contract by the State of New Hampshire, Governor and Executive Council. | 20% will be invoiced upon approval of the Statement of Work. |
| b. Custom integrations-imports | Thirty (30) days after completion of integrations-imports | Balance of State accepted cost |
| c. Training Services | No less than thirty (30) days prior to beginning of user training | 50% of State accepted cost |
| d. Training Services. | Thirty (30) days after completion of Training Services | Balance of State accepted cost |
| e. Data Conversion | Ten (10) days after State Acceptance of the Requirements Document | 20% of State accepted price |
| f. Data Conversion | Thirty (30) days after completion of Data Conversion | Balance of State accepted price. |
| g. Annual Maintenance and Support fees | As approved by the State Project Manager | Paid annually, upon receipt of invoice from Contractor July 1. |

11. Modify Exhibit K, DHHS Information Security Requirements V4. Last update 04.04.2018 by replacing in its entirety with Exhibit K, DHHS Information Security Requirements V5 10.09.18, which is incorporated by reference and attached herein.

**New Hampshire Department of Information Technology**
**DHHS Legal Files**

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment #2 remain in full force and effect. This amendment shall be effective July 1, 2020, upon the date of Governor and Executive Council approval.

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

State of New Hampshire
Department of Information Technology

June 2, 2020
Date

for
Denis Goulet
Commissioner

State of New Hampshire
Department of Health and Human Services

5.27.20
Date

Lori A. Shibinette
Commissioner

Legal Files Software, Inc.

5/26/20
Date

Name: John Kanorks
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

8/11/2020
Date

Erik Bal

Name: Erik Bal
Title: Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# Additional Scope of Services

## 1. Provisions Applicable to All Services

1.1. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.2. Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2021, and the Department shall not be liable for any payments for services provided after June 30, 2021, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2022-2023 and SFY 2024-2025 biennia.

## 2. Scope of Services

2.1. Training and Project Implementation Services

2.1.1. The Contractor shall provide on-site Legal Files training, configuration services and Data Mapping.

2.1.2. The Contractor shall provide on-site End User Training.

2.1.3. The Contractor shall provide on-site and remote general project management, kick-off call and Data Mapping for a production deployment of Legal Files Software to the Department of Health and Human Services, Office of Operations Support (Department).

2.2. Administration Training

2.2.1. The Contractor shall include eight (8) days for on-site System Administration Training, Configuration Assistance and Data Mapping. The System Administration Training is designed to teach administrators how to establish the system options and preferences. The System Administration training covers the following topics:

2.2.1.1. Set up file/case menus;

2.2.1.2. Create custom windows;

2.2.1.3. Create custom pick list entries;

2.2.1.4. Establish appropriate user workgroup;

2.2.1.5. Decide and establish system security; and

2.2.1.6. Create workflow wizards.

2.3. Description of End User Training

2.3.1. The second phase of training involves training all end users just prior to going live with the application. This training shall take place at the Department and will provide instruction on the case management, collaboration and communication features of the application. The Contractor recommends keeping class sizes to no more than 10-12 employees per class, ensuring a "hands-on" training experience. This training will take place with the system configured for the Department's use, maximizing the effectiveness of the training program.

2.3.2. The Contractor recommends and shall provide that each end user receive the equivalent of one (1) to two (2) days of training prior to using the application based on their role.

2.3.3. The Contractor shall include in the end user training "walk around" or one-on-one training. The Contractor shall provide one trainer to be on-site at the Department to walk around and assist employees as they begin using the program, answering questions and reinforcing training. Training manuals shall be available for reference upon completion of the training.

2.4. Project Sessions, Management and Data Mapping

2.4.1. The Contractor shall schedule and conduct on-site sessions to work with the Department's team to define business requirements and detailed design information for the custom integrations. The Contractor's project manager shall also learn from the Department's project team members or selected personnel how the current systems are utilized. The education process on both sides is the basis for the custom integration requirements and data mapping.

2.5. Data Conversion Services

2.5.1. The Contractor shall provide data conversion services in accordance with its standard electronic data conversion procedures. Where the order specifies a number of hours for the data conversion, such number is an estimate only, and subject to adjustment based on final review of the database and file format, quality and quantity of Customer data, timeliness of Customer cooperation and other factors outside of Licensor's reasonable control. Provided further that any adjustment to the estimate must be within the Contract price limitation as set forth in Form P-37, General Provisions, Block 1.8. The general progression and allocation of responsibility for data conversion services includes:

2.5.1.1. Data conversion programs will be created at Licensor's facilities. In order to prepare the conversion program, all source data must be provided by the Department to Licensor in an acceptable, machine-readable format and must be corruption free.

2.5.1.2. Should in-house expertise or local consultants not be available, the Contractor shall visit the Department's site to obtain the source data and documentation required to create the conversion program. Such on-site services will be charged at the Contractor's daily rate.

2.5.1.3. Data scrubbing is the process of fixing or eliminating individual pieces of data that are incorrect, incomplete or duplicated in the source database when the data is passed to the target database. Unless specifically noted in the Statement of Work, the Contractors' conversion estimate does not include data scrubbing.

2.5.1.4. The Legal Files business analyst and the appropriate parties from the Department shall create a data mapping document that defines where the source data currently resides in the source database and where that data is intended to go in the target Legal Files database. Once complete, the data mapping document must be approved by the Department via email or signed document before the conversion program can be created.

2.5.1.5. The Contractor shall perform a test data conversion to provide the Department with the ability to review the source data as it was mapped and will appear in the Software application. The test data conversion must be approved by the Department via email or signed document before the final data conversion can be performed.

2.5.1.6. If changes to the data mapping document or test data conversion are requested by the Department after they have been approved, the Contractor reserves the right to charge an additional fee for time worked, and to delay any previously estimated completion dates.

2.6. Custom Development Integration Services

2.6.1. Custom Data Importer Project includes:

2.6.1.1. Assumptions – data to be imported will be in a series of staging tables residing within the Legal Files database schema – process will be a scheduled Windows service, reading the staging tables and inserting data into Legal Files

2.6.1.2. No file creation – service will find an existing file in Legal Files (by a key passed that will match a field in File Setup) and will insert a file level Custom Window, a note field and a Name Card with a Custom Window attached to it, referencing the Name Card to the existing file as a File Related Person.

2.6.1.3. No update of existing data, insert only against an existing file.

2.7. Roles and Responsibilities

2.7.1. The Department will perform user acceptance testing on the configuration requirements that are established during the business analysis.

2.7.2. Should a change be requested to the scope of the project, the Contractor and the Department shall jointly assess the impact of that change to the project schedule and update the project plan accordingly. Provided further that any change must be within the Contract price limitation as set forth in Form P-37, General Provisions, Block 1.8.

2.7.2.1. The Contractor shall provide a reasonable bid or estimate of any increased or decreased costs that would be incurred as a result of the change. The Contractor shall not proceed with the change until the parties agree to the change in writing. All Services provided by the Contractor are subject to the terms and conditions of the Agreement.

2.7.2.2. Once sign-off on data mapping/requirements document occurs the project is submitted to the Contractor's development staff.

2.7.2.3. Should changes be necessary to the data mapping or specifications after the sign off, the Contractor shall provide a reasonable estimate of any increased or decreased costs that would be incurred as a result of the changes. The Contractor shall not proceed with the changes until the parties agree to the changes in writing.

2.7.3. The Department will perform user acceptance testing on the configuration requirements that are established during the business analysis

2.7.4. All Software and Maintenance is provided electronically or via telephone by the Contractor to the Department.

## 3. Staffing

3.1. The Contractor shall supply a project manager.

3.1.1. The Project Manager shall plan work in collaboration with the Department and monitor progress against target milestones.

3.1.2. The Project Manager and the Department's Project Manager shall supply the communication and coordination between the entities, including the planning and coordination of project status meetings.

## 4. Reporting

4.1. The Contractor's project manager shall produce a Requirements and Data Mapping Report that will map existing data to Legal Files field by field and define the requirements.

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

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

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

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

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

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

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

B. Disposition

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

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

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

## IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

## V. LOSS REPORTING

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

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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

Denis Goulet
*Commissioner*

June 5, 2018

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

## REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to amend an existing **sole source** agreement with Legal Files Software, Inc. Vendor #168989, 801 S. Durkin Dr., Springfield, IL 62704, by increasing the Price Limitation by $37,174 from $117,564 to $154,738, for the provision of data conversion, implementation and training services to the Department of Health and Human Services (DHHS) for their existing Legal Files case tracking software and by extending the contract Completion Date from June 30, 2018 to June 30, 2020, effective upon approval by the Governor and Executive Council. The original agreement was approved by the Governor and Executive Council on August 22nd, 2012 (Item #11).

Source of Funds: 100% Other (Agency Class 027) funds: The Agency Class 027 used by DHHS to reimburse DoIT for this work will be 63.51% Federal funds and 36.49% General funds.

Funds are available in the following account for SFY 2019, and are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust encumbrances between State Fiscal Years through the Budget Office without further approval from the Governor and Executive Council, if needed and justified.

| CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#- DEPT NAME -ACCTG UNIT NAME CLASS –OBJECT –ACCOUNT DESC | FY 2019 | FY 2020 | TOTAL AMOUNT |
|---|---|---|---|
| 01-03-03-030010-76950000–DoIT-IT for DHHS 038-509038 Agency Application Software Job Number - 03950174 | $18,313 | $18,861 | $37,174 |

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## EXPLANATION

The original agreement and this amendment are **sole source** due to the proprietary nature of this software. There is no other vendor that can access the underlying code, or provide ongoing support and maintenance.

The purpose for this request is to allow the Contractor to continue to provide support and maintenance for the Legal Files software database, which is used by the Estate Recovery Unit as a case management system. Extending the contract will allow the DHHS Bureau of General Counsel to complete the design and build process so that the Legal Files software can be used as the case management system for DHHS Bureau of General Counsel to manage its caseload, including 91-A requests. This will provide the capability to track each request and response, and ensure that critical deadlines are being met. The DHHS Bureau of General Counsel currently does not have a case management system.

Extending the Contract Completion Date will also allow DHHS to explore the potential of the Legal Files software as a possible solution to best manage DHHS appeals at the Administrative Appeals Unit (AAU). The current AAU docket management system is built on a Microsoft Access ® database that is limited in function, and may be failing due to size.

Legal Files case management software provides a benefit to the State with improvements to invoice tracking, payment, and recovery of Medicaid funds by the Estates Recovery Unit. The software replaces manual data entry, and greatly reduces duplication of work, which allows for more resources to be applied to the recovery of Medicaid funds that are owed to the State.

The DHHS Bureau of General Counsel provides legal support to all Divisions of DHHS. By implementing the Legal Files software as its case management system, The Bureau will improve its ability to manage its caseload, and ensure that critical deadlines are met when responding to 91-A requests.

Should the Governor and Executive Council not authorize this request, the Estates Recovery Unit may not have access to timely support for maintenance issues that may arise with the Legal Files system. The DHHS Bureau of General Counsel may not be able to develop a case management system for tracking and responding to 91-A requests, and AAU may not be able to implement a docket management system for DHHS appeals.

The following performance measures/objectives will be used to measure the effectiveness of the agreement:

- Ability to track 91-A requests will be assessed when design process is complete.
- Assessment of improved efficiency of legal services will be conducted
- Reporting functions will be tested
- Feasibility as AAU docket management system will be assessed

Area served: Statewide.

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

Respectfully Submitted,

Denis Goulet
Commissioner

Approved by:

Jeffrey A. Meyers
Commissioner

DG/ik
DoIT#2012-085A
RID: 36141

**State of New Hampshire**
**Department of Information Technology**
**Amendment #1 to the DHHS Legal Files Contract**

This 1st Amendment to the DHHS Legal Files contract (hereinafter referred to as "Amendment #1") dated this 24th day of May, 2018, is by and between the State of New Hampshire, Department of Information Technology, (hereinafter referred to as the "State" or "Department or DoIT") and Legal Files Software, Inc., (hereinafter referred to as "the Contractor"), a corporation with a place of business at 801 S. Durkin Dr. Springfield, IL 62704.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 22nd, 2012 (Item #11), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

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

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

1. Form P-37 General Provisions, Block 1.1, State Agency Name, add: New Hampshire Department of Health and Human Services.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

   June 20, 2020.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $154,738.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:

   E. Maria Reinemann, Esq., Director of Contracts and Procurement.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:

   603-271-9330.
6. Exhibit A, Statement of Work, Section 5, Contract Administration, Subsection 5.2, State Contract Manager, to read:

   Frank D. Nachman

   Department of Health and Human Services

   Office of Medicaid and Business Policy

   129 Pleasant Street

   Concord, NH 03301

   Tel: 603-271-9228

   Email: frank.nachman@dhhs.nh.gov

7. Exhibit A, Statement of Work, Section 6, Statement of Work/Timeframe/Support and Maintenance, Subsection 6.1, Statement of Work, Paragraph 6.1.2 Total Data Conversion Services, Subparagraph 7, Project Managers, The Project Manager(s) for NH DHHS is:, to read:

   Frank D. Nachman
   Department of Health and Human Services
   Office of Medicaid and Business Policy
   129 Pleasant Street
   Concord, NH 03301
   Tel: 603-271-9228
   Email: frank.nachman@dhhs.nh.gov

8. Exhibit B, Payment Schedule, Section 2, Fixed Price Payment Schedule Total Data Conversion Services, Paragraph C, to read:

   Maintenance and support services, based on sixty-two (62) application licenses, seven (7) client server licenses, and two (2) server licenses, annual total maintenance and support services are defined as follows:

| | |
|---|---|
| SFY 2014 – Support and Maintenance | $15,796.00 |
| SFY 2015 – Support and Maintenance | $16,270.00 |
| SFY 2016 – Support and Maintenance | $16,758.00 |
| SFY 2017 – Support and Maintenance | $17,261.00 |
| SFY 2018 – Support and Maintenance | $17,779.00 |
| SFY 2019 – Support and Maintenance | $18,313.00 |
| SFY 2020 – Support and Maintenance | $18,861.00 |
| TOTAL MAINTENANCE AND SUPPORT SERVICES | $121,038.00 |

9. Exhibit B, Payment Schedule, Section 3, Payments, Subsection 2, to read:

   2. Send all invoices to:

   Frank D. Nachman
   Department of Health and Human Services
   Office of Medicaid and Business Policy
   129 Pleasant Street
   Concord, NH 03301
   Tel: 603-271-9228
   Email: frank.nachman@dhhs.nh.gov

10. Delete Exhibit I Version 8/6/2012, HIPAA Agreement, in its entirety and replace with: Exhibit I Amendment #1 Version 3/2014, Health Insurance Portability Act Business Associate Agreement.

11. Add Exhibit K, DHHS Information Security Requirements.

**New Hampshire Department of Health and Human Services**
**DHHS Legal Files**

This amendment shall be effective upon the date of Governor and Executive Council approval.
IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Information Technology

6/7/2018
Date

Denis Goulet
Commissioner

State of New Hampshire
Department of Health and Human Services

6/8/18
Date

Jeffrey A. Meyers
Commissioner

Legal Files Software, Inc.,

5/29/18
Date

Name: John Kanosky
Title: CEO

Acknowledgement of Contractor's signature:

State of Illinois, County of Sangamon on 5/29/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Jean Richards, notary
Name and Title of Notary or Justice of the Peace

"OFFICIAL SEAL"
JEAN RICHARDS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 9/13/2018

My Commission Expires: 9/13/2018

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**New Hampshire Department of Information Technology**
**DHHS Legal Files**

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

OFFICE OF THE ATTORNEY GENERAL

6/11/18
Date

Name: Rebecca W Ross
Title: Senior Assistant Attorney General

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD



## HEALTH INSURANCE PORTABLITY ACT
## BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials

Date 5/29/18

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4) **Obligations of Covered Entity**

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

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

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

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

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

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

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

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

| | |
|---|---|
| Department Health & Human Services | LEGAL FILES SOFTWARE, INC |
| The State | Name of the Contractor |
| Jeffrey A. Meyers | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Jeffrey A. Meyers | JOHN A. KANOSKI |
| Name of Authorized Representative | Name of Authorized Representative |
| DHHS Commissioner | CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 6/8/18 | 5/29/18 |
| Date | Date |

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

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

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

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

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

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

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

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

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

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

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

## II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

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

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

## III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

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

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

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

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

B. Disposition

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

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

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

## IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer, and additional email addresses provided in this section, of any security breach within two (2) hours of the time that the Contractor learns of its occurrence. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer, Information Security Office and Program Manager of any Security Incidents and Breaches within two (2) hours of the time that the Contractor learns of their occurrence.

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

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

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

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

## VI. PERSONS TO CONTACT

A. DHHS contact for Data Management or Data Exchange issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

B. DHHS contacts for Privacy issues:

DHHSPrivacyOfficer@dhhs.nh.gov

C. DHHS contact for Information Security issues:

DHHSInformationSecurityOffice@dhhs.nh.gov

D. DHHS contact for Breach notifications:

DHHSInformationSecurityOffice@dhhs.nh.gov

DHHSPrivacy.Officer@dhhs.nh.gov

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

S. William Rogers
*Commissioner*

August 8, 2012

His Excellency, Governor John Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

## REQUESTED ACTION

Authorize the Department of Information Technology (DoIT) to enter into a SOLE SOURCE contract with Legal Files Software, Inc. ("Legal Files"), of Springfield, IL (Vendor # 168989) in the amount of $117,564.00 to provide data conversion, implementation, and training services to the Department of Health and Human Services' for their existing Legal Files case tracking software effective upon Governor and Executive Council approval through June 30, 2018.

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.** Funding is anticipated to be available in SFY 2014 through SFY 2018 upon the availability and continued appropriation of funds in future operating budgets with authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

| FY | CAT#-DEPT#-AGENCY#-ACTIVITY#-ACCTG UNIT#-DEPT NAME-AGENCY NAME-ACCTG UNIT NAME<br>CLASS CODE-ACCOUNT CODE -CLASS TITLE | JOB # | AMOUNT |
|---|---|---|---|
| 2013 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>046-500465 – Consultants | 03950154 | $33,700 |
| 2013 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>038-509038 – Technology - Software | 03950154 | $15,796 |
| 2014 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>038-509038 – Technology - Software | 03950154 | $16,270 |
| 2015 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>038-509038 – Technology - Software | 03950154 | $16,758 |
| 2016 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>038-509038 – Technology - Software | 03950154 | $17,261 |
| 2017 | 01-03-03-030010-76950000 - DoIT- IT for DHHS<br>038-509038 – Technology - Software | 03950154 | $17,779 |
| | CONTRACT AMOUNT | | $117,564 |

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## EXPLANATION

This contract is **SOLE SOURCE** due to the proprietary nature of this software. There is no other vendor that can access the underlying code or provide ongoing support and maintenance.

The Legal Files case management software was purchased in 2007 by the Department of Health and Human Services ("DHHS") under a statewide contract 2003-002 Legal Case Management System for use in the Estates Recovery Unit of the Office of Operations Support. The software was installed and the project has been in the testing and training phase. Legal Files implementation services are now required to move this application into the production phase of the project so that it may be used by the attorneys in the Unit. The statewide contract (2003-002) has since expired so a new contract has been negotiated to provide these necessary services.

Under this contract, Legal Files will perform data mapping and conversion of the Estates Recovery Units ("ERU") access database, in order to move the Legal Files software into production and use by the ERU. Additionally, Legal Files Software Inc. will provide consultation services and possibly custom software development to allow the ERU to import both contact and other case information from several sources into the Legal Files software database. DHHS will also require training from Legal Files on both the web based and client server based versions of its software.

Without the data conversion and information imports, the Legal files software will be useless to the Estates Recovery Unit. Without training, DHHS staff would have great difficulty in utilizing the Legal Files software and would continue using its existing access database, which is approaching the end of its useful life. As a result, the funds already invested in the Legal Files software would be wasted. Once the ERU is in production mode, it is anticipated that other units within the Office of Operations Support will make use of the software.

Benefits to DHHS include improved case management functions for the ERU, enhanced tracking of invoices, payments, and recoveries, and the reduction of duplication of work. These efficiencies will reduce staff time previously used for manual data entry and allow more time to be spent on recoveries of Medicaid funds owed to the state. It will also allow more detailed reporting of those recoveries for budgeting and other purposes

**100% Other (Agency Class 027) funds: the Agency Class 027 used by the Department of Health and Human Services to reimburse DoIT for this work will be 58% General and 42% Federal.**

I respectfully request your approval of this contract.

Respectfully submitted,

S. William Rogers

SWR/ltm
RID # 12697
2012-085

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# STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
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www.nh.gov/doit

S. William Rogers
*Commissioner*


August 8, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Legal Files, Inc. of Springfield, IL, for the provision of implementation and data conversion services for the Legal Files case management application, as described below and referenced as DoIT No. 2012-085.

> This contract authorizes Legal Files to provide data conversion, software implementation, training, and support and maintenance services for the Legal Files case management application owned by the Department of Health and Human Services, Office of Operations Support, Estates Recovery Units (ERU) access database, in order to move the Legal Files software into production. The amount of the contract is $117,564.00, and it shall be effective upon Governor and Executive Council approval through June 30, 2018.

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

Sincerely,

S. William Rogers

SWR/lm
RFP 2012-085
A&E RID #12697

cc: Jonathan Gallo, DHHS
Leslie Mason, DoIT

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD

Legal Files

*Managing what matters to you.*

April 10, 2012

Mr. Jonathan Gallo
Office of Information Services
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Mr. Gallo:

This is in response to your request on April 10th, 2012 regarding a sole source letter for any service relating to Legal Files Software. Legal Files Software, Inc. is the sole source for both our maintenance and support services and any custom service such as data conversion or training for our case and matter management software program called Legal Files.

If you have any questions or need additional information, just give me a call or email me at (800) 500-0537 Ext. 247 or Gordon.Hack@LegalFiles.com.

Gordon Hack
Director of Sales

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD

Subject: DHHS Legal Files Contract

FORM NUMBER P-37 ( version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | |
|---|---|
| 1.1 State Agency Name<br>Department of Information Technology | 1.2 State Agency Address<br>27 Hazen Drive<br>Concord, NH 03301 |
| 1.3 Contractor Name<br>Legal Files Software, Inc. | 1.4 Contractor Address<br>801 S. Durkin Drive<br>Springfield, Illinois 62704 |
| 1.5 Contractor Phone Number<br>(800) 500-0537 / 1.6 Account Number<br>010-003-7695-0300-046-0465<br>010-003-7695-0300-038-9038 | 1.7 Completion Date<br>June 30, 2018 / 1.8 Price Limitation<br>$117,564.00 |
| 1.9 Contracting Officer for State Agency<br>S. William Rogers, Commissioner | 1.10 State Agency Telephone Number<br>603-271-2843 |
| 1.11 Contractor Signature<br>[signature] | 1.12 Name and Title of Contractor Signatory<br>John Alkonaski, CEO |

1.13 Acknowledgement: State of Illinois, County of Sangamon

On 8/6/2012, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[signature]

(Seal)

JEAN RICHARDS
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 15, 2014

1.13.2 Name and Title of Notary or Justice of the Peace

Jean Richards, Notary Public

| | |
|---|---|
| 1.14 State Agency Signature<br>[signature] | 1.15 Name and Title of State Agency Signatory<br>S. William Rogers, Commissioner |

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

By: Director, On:

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

By: [signature] On: 8/7/12

1.18 Approval by the Governor and Executive Council

By: On:

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

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

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials JAK
Date 8/16/17

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be



Contractor Initials JK
Date 8/6/13

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



Contractor Initials JAL
Date 8/16/12

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT A - STATEMENT OF WORK

## 1. INTRODUCTION

The State of New Hampshire ("State") desires to Contract with Legal Files Software, Inc. an Illinois corporation ("Legal Files"), for Services to create a data conversion program that will convert legacy data into the Legal Files SQL database for NH Department of Health and Human Services (DHHS) and provide training Services as outlined in the Statement of Work. Future phases may be planned regarding interfaces (i.e. with State email as the agency migrates away from Lotus Notes to Microsoft Exchange, and possibly with the State's eligibility System) per the Change Order process.

### TERMS AND DEFINITIONS

Capitalized terms used in the Contract will have the meanings given below.

| | |
|---|---|
| Acceptance | Notice from the State that a Deliverable has satisfied Acceptance Test or Review. |
| DHHS | NH Department of Health and Human Services |
| Change Order | A document issued by the State of New Hampshire to alter a project request |
| Contract | This binding agreement between the State of New Hampshire and Legal Files. |
| Contract Administrator | The State employee responsible for Contract execution |
| Contract Documents | Documents that comprise this Contract (See Statement of Work Section 2.) |
| Deficiencies | Software functions not performing properly as defined in Documentation |
| Deliverables | Any written, software, or non-software Deliverable (letter, report, manual, book, other), provided by Legal Files to the State under the terms of the Contract. |
| Documentation | All information that describes the installation, operation, and use of the Software, either in printed or electronic format. |
| DoIT | Department of Information Technology, an agency of the State of New Hampshire |
| Effective Date | The commencement date of the Contract as approved by Governor and Council. |
| Enhancement | An Update to the Software or the environment in which it runs |
| Governor and Executive Council | The Governor for the State of New Hampshire and the Governor's Council. This body has the authority and responsibility over the administration of the affairs of the State as defined in the New Hampshire Constitution and the New Hampshire statutes. |
| Licensee | State of New Hampshire |
| Licensor | Legal Files Software, Inc. of Springfield, Illinois. |
| Notice of Default | A formal notice declaring that a failure to comply with the Contact has occurred. |
| Purchaser | State of New Hampshire |
| Seller | Legal Files Software, Inc. of Springfield, Illinois. |
| Services | The work to be performed by Legal Files and Subcontractors as described in the Contract. |

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT A - STATEMENT OF WORK

| | |
|---|---|
| Software | "Software" shall mean the object code programs, as modified from time to time, in machine readable form, licensed by licensor to Licensee under this Agreement, including but not limited to, the Legal Files database View, as specified under the Contract. |
| State | State of New Hampshire |
| Subcontractor | A person, partnership, or company contracted by Legal Files to perform under the Contract. |
| Term | The duration of the Contract from Effective Date to the expiration date. |
| Updates | Any changes (including upgrades or Enhancements) to the Software |
| Vendor | Legal Files Software, Inc. of Springfield, Illinois. |

## 2. CONTRACT DOCUMENTS

2.1 This Contract consists of the following documents ("Contract Documents") in order of precedence:

a. State of New Hampshire Terms and Conditions, General Provisions (Form P-37)
b. Exhibit A Statement of Work
c. Exhibit B Payment Schedule –Fixed Price
d. Exhibit C Special Provisions
e. Exhibit D Not Used
f. Exhibit D-1 Services Description
g. Exhibit E Certification Regarding Lobbying
h. Exhibit F Certification Regarding Debarment, Suspension
i. Exhibit G Certification Regarding ADA
j. Exhibit H Not Used
k. Exhibit I HIPAA Business Associates Agreement
l. Exhibit J Certification FFATA

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

a. The State of New Hampshire Terms and Conditions, Form P-37 Contract Agreement Part 1;
b. State of New Hampshire , Department of Health and Human Services Contract 2012-085 which includes all exhibits outlined above including standard Health and Human Services Exhibits.
c. The Legal Files Proposal

## 3. SCOPE OF SERVICES

Legal Files shall provide the State the Services and Deliverables required under this Contract, as set forth in Exhibit B, *Payment Schedule-Fixed Price.*

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT A - STATEMENT OF WORK

## 4. TERM

### 4.1 Period of Performance

The Contract shall take effect after full execution by the parties, and receipt of required governmental approvals, including, but not limited to, the New Hampshire Governor and Executive Council approval. It shall remain in effect through June 30, 2018, unless otherwise terminated in accordance with this Contract.

## 5. CONTRACT ADMINISTRATION

### 5.1 Legal Files Contract Manager

Legal Files shall designate a Contract Manager who shall be responsible for all contractual authorization and administration under the Contract. This person is:

Legal Files Software, Inc.
ATTN: Gordon Hack
801 S. Durkin Drive
Springfield, IL 62704
Tel: 217-726-6000
Fax: 217-726-7777
Email: sales@legalfiles.com

### 5.2 State Contract Manager

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

Steven Kelleher
Department of Information Technology
64 South Street
Concord, NH 03301
Tel: (603) 230-3459
Email: steven.kelleher@doit.nh.gov

## 6. STATEMENT OF WORK/TIMEFRAME/SUPPORT AND MAINTENANCE

### 6.1 Statement of Work

Legal Files will provide implementation and configuration, training, project management, and data conversion Services per the terms of Exhibit D – Services Description and as defined below:

6.1.1 TOTAL IMPLEMENTATION & TRAINING SERVICES: Implementation Services refer to Vendor project management, onsite assistance with solution set up and configuration, as well as to the various levels of onsite end user training outlined below. Implementation and training Services listed below are estimates. NH DHHS will pay only for the hours, training, and Services actually used.

[redacted]

5 days Onsite Administrative, End User Training and Implementation Assistance

Onsite Administrative Training-Implementation Assistance (Data Mapping)
Legal Files shall provide the System Administrative Training class to the key employee or employees to be identified by DHHS who will be responsible for the ongoing administration of the Legal Files solution.

The System Administration Training will enable the employees to establish the system options and preferences. After training, the employees will be able to:

- Set up file/case menus
- Create custom pick list entries
- Establish appropriate user workgroup
- Decide and establish system security
- Create workflow wizards
- Create document assembly templates

Legal Files shall provide three days of administrative training and implementation setup to assist with the initial configuration and rollout of the system. During this time, a Legal Files consultant will work closely with the State's administrator(s) to facilitate an additional level of knowledge transfer between the parties.

Onsite End User Training
Legal Files shall provide the equivalent of 1 to 2 days of end user training prior to using the Legal Files solution.

The Legal Files end-user training will instruct users on the use of the case management features of the application. An end-user training manual shall be utilized and all documentation shall be provided electronically through the Client Resource Center on the Legal Files website.

8 hours Remote Project Management

TBD Future interfaces (i.e. Integration w/email system and the State's Eligibility System)

6.1.2 TOTAL DATA CONVERSION SERVICES: Data Conversion Services, outlined below, defined as follows:

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT A - STATEMENT OF WORK

*58 hours* Custom Programming for Custom Data Conversion ($200/hour)
Conversion from existing database. "Best Guess Estimate"

The Contract includes converting data into:

- File Setup data fields and File Menu
- Name Card (Address/Phone Numbers/Email/Categories/Relationships) and File Related Person records
- Assigned Users
- File Notes
- 14 Custom Windows

Roles & Responsibilities

1. Legal Files will supply project management of their staff, whether at their site or NH DHHS site, to plan work and monitor progress against target milestones. NH DHHS will supply project management of its staff. Legal Files and NH DHHS project management will supply the communication and coordination between the entities.
2. If a change is requested to the scope of the project, Legal Files and NH DHHS will jointly assess the impact of that change to the project. Legal Files will also provide a quote or estimate of any increased costs that would be incurred as a result of the change. Legal Files will not proceed with the change until NH DHHS approves the increase cost quote or estimate.
3. Legal Files will perform business analysis of requirements for Software configuration with input from NH DHHS.
   a. Administrative Training will be provided by Legal Files to teach the NH DHHS admin staff how the Legal Files application functions and how it can be configured.
   b. Implementation Assistance/Admin-Setup consulting will be provided to work with the NH DHHS admin staff to determine business requirements. Legal Files and NH DHHS will configure the Software within the confines of the configuration tools to match business requirements. Any custom programming completed to satisfy business requirements would be at $200 per hour. Any custom programming project to satisfy a business requirement will require signoff by NH DHHS.
   c. NH DHHS will perform user Acceptance testing on the configuration requirements that are established during the business analysis.
4. Legal Files will provide custom programming Services to convert legacy data into Legal Files.
   a. NH DHHS will provide Legal Files the source database to be converted in an acceptable readable format (Microsoft Access or SQL).
   b. Legal Files will provide a prepared field-by-field data-mapping document to NH

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DHHS for sign off.

c. Once sign-off on data mapping occurs, the project is submitted to Legal Files development staff.
d. Legal Files will develop a data conversion program following the rules of the data-mapping document.
e. Legal Files will provide NH DHHS with a test data conversion of data in Legal Files for validation.
f. If changes are made to the data mapping or the source data after the sign off, Legal Files reserves the right to charge an additional fee for time worked.
g. Scope is a best guess estimate. The data will be mapped to File Setup, Name Cards, File Related People, Users, Notes and up to fourteen custom window(s).

5. Legal Files will deliver the Software for implementation, including web-based and workstation-based components.
6. Legal Files will provide end user training of NH DHHS staff (ERU staff as well as DoIT staff member and project manager).
7. In a future phase Legal Files will integrate the application with the States email system and possibly the State eligibility system as specified in a Change Order.

Out of Scope:

The following is a list of Deliverables that are out of the scope of work that will be provided by Legal Files for this project:

1. Risk Assessment Plans
2. Quality Assurance Audits
3. Detailed UAT Plans
4. Any other task not specifically mentioned in this Statement of Work Agreement

Project Managers:

The Project Manager(s) for NH DHHS is:
Jonathan V. Gallo
Department of Health and Human Services
Office of Information Services
129 Pleasant Street
Concord, NH 03301
Tel: (603) 271-9246
Fax: (603) 271-7100
Email: Jonathan.V.Gallo@dhhs.state.nh.us

The Project Manager for Legal Files is:
Dale Lowrance or Sara Morton

6.2 Timeframe.

After approval by Governor and Council, the State will notify Legal Files of the Effective Date and work will commence. Upon Acceptance of the work product by the State, the 30-day warranty period will commence.

6.3 Support and Maintenance

Legal Files will provide Software maintenance and support Services as described in Exhibit D – Services Description.

7. TITLE
Title, right and interest in the Legal Files proprietary Software shall remain with Legal Files.

8. GRANT OF LICENSURE
Legal Files shall incorporate this Software under the existing Legal Files license procured by DHHS under State of New Hampshire Contract 2003-002 *Legal Case Management System*.

9. SOFTWARE INSTALLATION (RE-INSTALLATION) RECONFIGURATION AND DATA CONVERSION
As a part of this agreement the Licensor shall provide Software for installation or reinstallation or re-configuration at Licensee's site. Licensor will provide installation instructions that must be followed by Licensee. For web application installation, Licensor shall provide technical telephone support to Licensee's personnel to assist in the installation of the Software for up to eight hours at no charge.

10. INTERNAL ESCALATION PROCEDURE FOR DISPUTES
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), 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 by this Agreement.

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

Dispute Resolution Responsibility and Schedule Table

| Level | Legal Files | The State | Cumulative Allotted Time |
|---|---|---|---|
| First | Dale Lowrance or Sara Morton | State Project Manager | 5 Business Days |
| Second | Gordon Hack | State Project Management Team | 10 Business Days |
| Third | John Kanoski | DHHS Commissioner | 15 Business Days |

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT A - STATEMENT OF WORK

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.

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# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT B - PAYMENT SCHEDULE

1. **DELIVERABLE PAYMENT SCHEDULE.**

All charges by Legal Files under this Contract shall be at a Not-To-Exceed price in accordance with the schedules set forth in Table 1 below.

2. **FIXED PRICE PAYMENT SCHEDULE**

Table 1: Payment Schedule:

A. Implementation Services refer to Legal Files project management, onsite assistance with solution set up and configuration, as well as to the various levels of onsite end user training outlined below. TOTAL IMPLEMENTATION & TRAINING SERVICES, ($9,100). Implementation and training Services listed below are estimates. NH DHHS will pay only for the hours, training, and Services actually used.

| | | |
|---|---|---|
| [redacted] | | |
| 5 | Onsite Administrative, End User Training and Implementation Assistance ($1,500/day) | [illegible] |
| 8 | Remote Project Management ($200/hour) | $1,600.00 |
| TBD | Future interfaces and/or training (i.e. Integration w/email System and the State's Eligibility system) | $10,000.00 |
| 1 | Travel Expenses | $3,000.00 |
| TOTAL IMPLEMENTATION & TRAINING SERVICES | | $22,100.00 |

B. Data Conversion Services, outlined below, TOTAL DATA CONVERSION SERVICES, ($11,600), defined as follows:

| | | |
|---|---|---|
| [redacted] | | $11,600.00 |
| 58 | Custom Programming for Custom Data Conversion ($200/hour) Conversion from existing database. "Best Guess Estimate" Contract includes converting data into:<br>• File Setup data fields and File Menu<br>• Name Card (Address/Phone Numbers/Email/Categories/Relationships) and File Related Person records<br>• Assigned Users<br>• File Notes<br>• 14 Custom Windows | [illegible] |

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT B - PAYMENT SCHEDULE

Assumptions: The database is a Microsoft Access or SQL database and a copy of the database will be provided once project is approved.

TOTAL DATA CONVERSION SERVICES $11,600.00

C. Maintenance and Support Services, based on 62 application licenses, 7 client-server licenses and 2 server licenses, ANNUAL TOTAL MAINTENANCE AND SUPPORT SERVICES are defined as follows:

| | | | |
|---|---|---|---|
| 1 | FY14 – Support and Maintenance | 6-22-13 – 6-21-14 | $15,796.00 |
| 1 | FY15– Support and Maintenance | 6-22-14 – 6-21-15 | $16,270.00 |
| 1 | FY16 – Support and Maintenance | 6-22-15 – 6-21-16 | $16,758.00 |
| 1 | FY17 – Support and Maintenance | 6-22-16 – 6-21-17 | $17,261.00 |
| 1 | FY18 – Support and Maintenance | 6-22-17 – 6-21-18 | $17,779.00 |

TOTAL MAINTENANCE AND SUPPORT SERVICES $83,864.00

3. PAYMENTS

The State shall pay Legal Files within thirty (30) calendar days of the State's receipt of a correct and undisputed invoice. Terms for section A and B above shall be half the total due at signing and the second half due after end user training. Terms for section C shall be full amount payable prior to anniversary date.

1. Invoices submitted by Legal Files must contain the following information:
   Legal Files name and remit-to address
   Price per line item and extended totals
   NH DHHS contract number

2. Send all invoices to :
   Jonathan V. Gallo
   Department of Health and Human Services
   Office of Information Services
   129 Pleasant Street
   Concord, NH 03301
   Tel: (603) 271-9246
   Fax: (603) 271-7100
   Email: Jonathan.V.Gallo@dhhs.state.nh.us

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT C - SPECIAL PROVISIONS

1. **INSURANCE AND BOND**

Section 14 of the General Provisions Form P-37 relating to insurance and bond requirements, part 14.1.1 reads:

> Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $2,000,000 per incident;

is hereby amended to read:

> Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $250,000 per claim and $1,000,000 per incident;

2. **COPYRIGHT**

The State acknowledges and agrees that the Documentation and the Software and all copies thereof are Legal Files' exclusive property, constitute valuable "trade secrets", as that term is defined pursuant Section 2(d) of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)), and are protected by federal and international copyright laws and treaties. The State may not disclose or make available to third parties the Software, Documentation or any portion thereof without the prior written permission of the Legal Files. The State shall have the limited right to reproduce Legal Files written manuals or training materials for internal use with the State's employees. This agreement is a limited one and in no way shall be construed to provide an express or implied license to any of Legal Files Software's intellectual property rights other than as expressly set forth herein. The provisions of this section shall survive the termination of this agreement.

3. **LIMITATION OF LIABILITY**

Subject to applicable laws and regulations, in no event shall Legal Files be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Legal Files' liability to the State shall not exceed two times (2X) the total Contract price set forth in Exhibit B Section 2: *FIXED PRICE PAYMENT SCHEDULE*. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to Legal Files' indemnification obligations set forth in P-37 Section 13: *INDEMNIFICATION* and confidentiality obligations in P-37 Section 9: *DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION*, which shall be unlimited. The provisions of this section shall survive the termination of this agreement.

4. **FORCE MAJEURE**

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

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT C - SPECIAL PROVISIONS

## 5. WARRANTY

### 5.1 Non-Infringement

Legal Files warrants that the Services and Deliverables furnished under this Contract do not infringe any patent, copyright, trade secret or other intellectual property rights. Legal Files agrees to defend and indemnify and hold harmless the State in the event of any such infringement claim against the State. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.

If Legal Files believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Legal Files may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Legal Files may end the license (if any), and require return of the applicable Material and refund all fees the State has paid Legal Files under the Contract.

### 5.2 Performance of Deliverables

Legal Files warrants that the Contract Deliverables, as delivered to the State, will function in accordance with the Documentation and terms of the Contract for thirty (30) days after the State has issued a Letter of Acceptance to Legal Files. Except for the express limited warranted outlined herein, Legal Files makes no warranty, express or implied, or any warranty of merchantability or fitness for a particular purpose.

Legal Files warrants that it shall maintain the Deliverables to perform in accordance with its specifications and the terms of the Contract during the period of warranty. If the State finds any Deliverable defective, in any way, for any reason, Legal Files shall repair or replace within forty eight (48) hours of receiving notice from the State, excluding Saturdays, Sundays and Holidays, at no additional expense to the State, the Software Deliverable or any portion thereof that the State has identified as defective.

For any breach of the above warranty support, the State's remedy, and Legal Files' entire liability, shall be: (a) the correction of program errors that cause breach of the warranty, or (b) if Legal Files cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Legal Files for the deficient Services.

### 5.3 Viruses; Destructive Programming

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

### 5.4 Compatibility

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

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT C - SPECIAL PROVISIONS

## 6. TERMINATION

### 6.1 Termination for Default

Either party may terminate this Contract at any time if the other party is in default of its obligations under this Contract and such default remains unremedied for a period of 30 days from the date of receipt of notice of default by the non-defaulting party. Such right of termination shall be in addition to all other rights and remedies to which the parties are entitled. Events of default shall include, without limitation: Legal Files breach of or failure to perform any warranty or other obligation contained in the Contract.

### 6.2 Termination for Convenience

Notwithstanding the foregoing, the State may terminate this Contract, at its sole discretion, for any reason upon thirty (30) days written notice to Legal Files. Upon termination for convenience, Legal Files shall refund any unused portion of the Contract to the State.

## 7. CHANGE ORDERS

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

Legal Files may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Legal Files' requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an Agreement in writing.

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

## 8. SOFTWARE SERVICES

Section A, Exhibit D - Overview of the Legal Files Services Description reads:

> Support will renew automatically on an annual basis unless either party provides the other party with at least sixty (60) days prior written notice of non-renewal.

is hereby amended to read:

Support will renew per written authorization by the State at the time of invoice.

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NH Department of Health and Human Services
STANDARD EXHIBIT D
CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT D-1 - SERVICES DESCRIPTION

## Legal Files Software Services Description

This Exhibit describes the training, data conversion, maintenance and support and other Services made available by Legal Files to eligible Licensees of the Software, and details Legal Files' and DHHS' responsibilities in connection with any order for such Services.

### A. Overview

Legal Files will make available for purchase by DHHS the installation, training, data conversion, Support and other Services that Legal Files makes generally available to Licensees of the Software in accordance with the provisions of the Contract Documents and this Service Description. Legal Files reserves the right to suspend performance of Support and other Services if DHHS is delinquent in payment or otherwise in material breach of its obligations hereunder. Support will renew on an annual basis upon written authorization of the State, which will not be unreasonably withheld. Non-renewal of Support will not result in termination of DHHS' license to the Software; however, DHHS will not be entitled to further Updates or support after the date of non-renewal. In the event DHHS requests to reinstate support after a lapse in coverage, Legal Files reserves the right to condition reinstatement on payment of back-maintenance and support fees.

### B. Training

Legal Files will provide any training ordered by DHHS in accordance with Legal Files' standard training methods and using its standard training materials. Training is provided onsite at Legal Files' then-current daily rate plus reimbursement of travel and expenses. Additionally, if required, there is a $50 per computer and $100 per projector surcharge (plus shipping) for training conducted at DHHS' office using Legal Files' equipment. If outside training facilities and equipment are utilized, such outside costs are DHHS' responsibility.

### C. Electronic Data Conversion

Legal Files will provide data conversion Services ordered by DHHS at its then-current rates and in accordance with its standard electronic data conversion procedures. Where the order specifies a number of hours for the data conversion, such number is an estimate only, and subject to adjustment based on format, quality and quantity of DHHS data, timeliness of DHHS cooperation and other factors outside of Legal Files' reasonable control. The general progression and allocation of responsibility for data conversion Services is as follows:

- Data conversion programs will be created at Legal Files' facilities. In order to prepare the conversion program, all source data must be provided by DHHS to Legal Files in an acceptable, machine-readable format and must be corruption free.
- If necessary, including where in-house expertise or local consultants are not available, Legal Files will visit DHHS site to obtain the source data and Documentation required to create the conversion program. Such onsite Services will be charged at Legal Files' daily consulting rate plus reimbursement of travel and expenses.
- Data scrubbing is the process of fixing or eliminating individual pieces of data that are incorrect, incomplete or duplicated in the source database when the data is passed to the target database.

# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF INFORMATION TECHNOLOGY
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT D-1 - SERVICES DESCRIPTION

Unless specifically noted in the order, Legal Files' conversion estimate does not include data scrubbing. If desired or required, such Services will be made available at an additional charge.

- Legal Files will create a data mapping document that defines where the source data will reside in the target Software database. Once complete, the data mapping document must be approved by DHHS via email or other writing before the conversion program can be created.
- Legal Files will perform a test data conversion to provide DHHS with the ability to review the source data as it was mapped and will appear in the Software application. The test data conversion must be approved by DHHS via email or other writing before the final data conversion can be performed.
- If changes to the data mapping document or test data conversion are requested by DHHS after they have been approved, Legal Files reserves the right to charge an additional fee for time worked, and to delay any previously estimated completion dates.

D. Maintenance and Support

Maintenance and support is priced as a percentage of the total License Fees paid by DHHS. Maintenance and support pricing will be adjusted automatically based on any additional modules and licenses purchased by DHHS, with prorated payment due for any adjustment made mid-term. Additionally, Legal Files reserves the right to increase maintenance and support pricing by an amount not to exceed three percent (3%) per year over DHHS then-current pricing, assuming the same number of licenses and users.

During the initial Support term and each renewal of Support, Legal Files will provide Support to DHHS in its use and operation of the Software comprised of the following:

(a) *General.* DHHS may contact Legal Files with questions and troubleshooting related to use and operation of the Software, as well as for remote diagnosis and priority resolution of material bugs, errors or other malfunctions encountered using the Software. A bug, error or malfunction is deemed "material" if it represents a nonconformity of the Software with Legal Files' then-current published specifications and materially interferes with or degrades usability of the Software.

(b) *Contacting Technical Support.* Support queries may be submitted by email at support@legalfiles.com or by phone at (217) 726-6400 during Legal Files' normal business hours: Monday through Friday from 8:00 a.m. to 5:00 p.m. U.S. Central Time (excluding holidays). DHHS must appoint one primary contact person and one alternate contact person who have been trained and are competent in use and operation of the Software to place technical support queries.

(c) *Classification of Issues.* When contacting Legal Files for Support, DHHS should assign an initial severity based on the severity level classifications listed below, and should provide a detailed description of the issue or support request. The initial assignment of severity may be raised or lowered by Legal Files, in its reasonable discretion, based on the information provided by DHHS and/or subsequent diagnosis or remediation efforts, including the availability of a work-around.

| Level | Description |
|---|---|
| 1 | A problem with the Software, which renders the Software inoperative or causes a significant and ongoing interruption to DHHS business activities. |

| | |
|---|---|
| 2 | A problem with the Software, which degrades or disrupts operation, but does not cause a significant and ongoing interruption to DHHS business activities. |
| 3 | A problem with the Software, which has only a minor impact on DHHS business activities, or for which an acceptable work-around is readily available. |
| 4 | General questions, suggestions, and feedback pertaining to use and operation of the Software. |

(d) *Initial Response; Status Updates.* Legal Files will use commercially reasonable efforts to provide an initial response and ongoing status Updates for support requests within the target timeframes listed below. All timeframes are during Legal Files' *normal business hours only*, and are further subject to DHHS providing all information and assistance reasonably requested in connection therewith. Legal Files will escalate support requests through its technical support channels as necessary to address covered support issues.

| Level | Initial Response | Status Update |
|---|---|---|
| 1 | 2 hours | Daily until workaround or correction available. |
| 2 | 4 hours | Every 2 days until workaround or correction available. |
| 3 | 1 day | As necessary or upon request. |
| 4 | 2 days | As necessary or upon request. |

(e) *Remote Access.* Upon request, DHHS will provide Legal Files remote access to DHHS computer system for the purpose of remote diagnostics. Any such remote access will be subject to DHHS remote access security policies and procedures as communicated to Legal Files at the time.

(f) *On-Site Visits.* If in the reasonable judgment of the parties, an onsite visit to DHHS facility is necessary to resolve a critical problem, Legal Files will make an onsite visit. If the critical problem was not caused by a defect in the current or immediately preceding release of the Software or is otherwise outside of warranty and Support coverage, DHHS will reimburse Legal Files for the onsite visit at Legal Files' then-current daily consulting rate plus reimbursement of travel and expenses via Change Order process or a Contract amendment process if necessary.

E. DHHS Responsibilities

In connection with Support and all other Services provided by Legal Files, DHHS is responsible for: (i) assigning qualified personnel to coordinate with Legal Files regarding Services; (ii) selecting and maintaining all third party hardware, software, peripherals and connectivity necessary to meet the system requirements for the Software; (iii) creating a restore point for its systems and backing up and verifying all data; and (iv) adopting reasonable measures to ensure the safety, security, accuracy and integrity of DHHS facilities, systems and network. Legal Files will have no responsibility or liability arising out of or resulting in whole or in part from DHHS failure or delay to perform any such responsibilities, or for acts or omissions of third parties, Internet or telecommunications failures, or force majeure or other events beyond Legal Files' reasonable control.

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NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

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

Contract Period: through

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

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

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

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

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

[signature] John A Kaposko, CEO
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Legal Files Software, Inc. 8/6/12
(Contractor Name) (Date)



Contractor Initials: JAK
Date: 8/6/12

Docusign Envelope ID: 93E157AB-EE6E-49E6-B858-77147E83C7DD



NH Department of Health and Human Services

STANDARD EXHIBIT F

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

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

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

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



Contractor Initials: JAH

Date: 8/10/12

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

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

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

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

PRIMARY COVERED TRANSACTIONS

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) 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

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) 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).



Contractor Initials: JAK

Date: 8/16/19

LOWER TIER COVERED TRANSACTIONS

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

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

[signature] John A. Kamsky, CEO

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Legal Files Software, Inc. 8/6/12

(Contractor Name) (Date)



Contractor Initials: JHK

Date: 8/6/12

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NH Department of Health and Human Services

STANDARD EXHIBIT G

## CERTIFICATION REGARDING THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

[signature] John A Kanoski CEO

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Legal Files Software, Inc 8/6/12

(Contractor Name) (Date)



Contractor Initials: JAK

Date: 8/6/12

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NH Department of Health and Human Services
STANDARD EXHIBIT H
CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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# STATE OF NEW HAMPSHIRE
# DEPARTMENT OF HEALTH AND HUMAN SERVICES
# 2012-085 DHHS LEGAL FILES CONTRACT
# EXHIBIT I – HIPAA AGREEMENT

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

## BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.

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

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

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

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

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

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

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

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

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.

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

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

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

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

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

(3) Obligations and Activities of Business Associate.

a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402.

b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part I, Sec. 13401 and Sec.13404.

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

d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.

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

f. 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.

g. 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.

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

i. 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.

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

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

(4) <u>Obligations of Covered Entity</u>

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

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

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

(5) <u>Termination for Cause</u>

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

(6) Miscellaneous

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

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

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

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

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard Contract provision #13, shall survive the termination of the Agreement.

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

| | |
|---|---|
| State of New Hampshire | Legal File Solutions, Inc. |
| The State | Name of the Contractor |
| | |
| Signature of Authorized Representative | Signature of Authorized Representative |
| S. William Rogers | John A. Kanaski |
| Name of Authorized Representative | Name of Authorized Representative |
| Commissioner | CEO |
| Title of Authorized Representative | Title of Authorized Representative |

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

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

1) Name of entity
2) Amount of award
3) Funding agency
4) NAICS code for contracts / CFDA program number for grants
5) Program source
6) Award title descriptive of the purpose of the funding action
7) Location of the entity
8) Principle place of performance
9) Unique identifier of the entity (DUNS #)
10) Total compensation and names of the top five executives if:
    a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    b. 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.

[signature] John A. Kondo, LEO

(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

Legal Files Software, Inc. 8/6/12

(Contractor Name) (Date)

Contractor initials: JAK
Date: 8/6/12
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NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 00-782-4593

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: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Name: ____ Amount: ____

Contractor Initials: JAK
Date: 8/6/22
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