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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES

NEW HAMPSHIRE HOSPITAL

Lori A. Weaver  
Commissioner  
  
Ellen M. Lapointe  
Chief Executive Officer

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October 2, 2025

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, New Hampshire Hospital, to enter into a **Sole Source** contract with MG Medical Products, LLC (VC#TBD), Cincinnati, OH, in the amount of \$158,400 for the provision of the Contractor's EKG Patch Solution that will be used to conduct electrocardiogram (EKG) scans for patients by staff at New Hampshire Hospital, and interpretation of each EKG by a certified Cardiologist, with the option to renew for up to two (2) additional years, effective upon Governor and Council approval through June 30, 2029. 30% General Funds, 70% Other Funds (Provider Fees).

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

**05-95-94-940010-8750 Health and Social Services, Department of Health and Human Services, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services**

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2026	102-500731	Contracts for Program Services	94057300	\$39,600
2027	102-500731	Contracts for Program Services	94057300	\$39,600
2028	102-500731	Contracts for Program Services	94057300	\$39,600
2029	102-500731	Contracts for Program Services	94057300	\$39,600
			<b>Total</b>	<b>\$158,400</b>

### **EXPLANATION**

This request is **Sole Source** because the Department has not been able to procure the services using a competitive solicitation. The Department published a Request for Proposals from November 27, 2024, to January 28, 2025, to solicit proposals from Vendors to provide these services. The Department received zero (0) responses and subsequently republished the Request for Proposals from February 5, 2025, to February 19, 2025, which also received zero (0) responses. The Department subsequently identified and engaged with the Contractor to discuss providing EKG services for patients at New Hampshire Hospital.

The purpose of this request is for the provision of the Contractor's portable EKG Patch Solution system for use by New Hampshire Hospital staff to conduct EKG scans for patients at New Hampshire Hospital. The EKG Patch Solution is an easy-to-use, diagnostic 12-lead EKG system kept on-site and available for use by staff 24 hours per day and 7 days per week. It consists of the EKG Patch, HD+ bluetooth-enabled transmitter and cable, and tablet with TouchECG application in a portable and lightweight laptop bag.

The closed-loop EKG Patch Solution features a novel EKG Patch consisting of a pre-positioned electrode patch that allows for quick, consistent, and accurate application of electrodes every time. The EKG Patch is easy to apply, and its self-contained design eliminates lead placement errors and gives a consistent comparison for follow up EKG testing. The EKG Patch Solution takes less than five minutes to use in most instances and can be performed by various hospital staff members with limited technical skills.

The EKG Patch Solution can easily be implemented into a facility's standard of care system for routine and acute EKG testing needs. The Contractor will interpret the EKGs and report back to the Department with results. The Contractor will provide the necessary hardware, software, and equipment to conduct the EKG procedures, and to transmit the results to the Contractor's Cardiologist for interpretation. The Contractor will deliver a final report of each EKG interpretation within 24 hours and will provide consultation with a cardiologist when requested by the Department.

Approximately 250 individuals will be served annually.

New Hampshire Hospital needs to have the ability to perform on-site EKG services for patients. This capability is vital for reducing delays and extra expenses involved with patient transportation and treatment in emergency rooms. On-site services also remove the risk of patients attempting elopement during trips off-site and provides a safe and structured environment reducing the risk of patients harming themselves or others.

The Department will monitor services by:

- Utilizing the equipment provided by the Contractor; and
- Reviewing the interpretation reports provided by the Contractor.

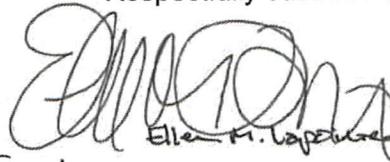
As referenced in Exhibit A, Revisions to Standard Contract Provisions of the attached agreement, the parties have the option to extend the agreement for up two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, the Department may not be able to conduct EKG procedures onsite at New Hampshire Hospital. Without this capability, patients in need of an EKG will need to be transported to a hospital emergency room, incurring delay, additional expense, and risk of elopement or an incident during the patient transportation procedure.

The Department has determined that the Contractor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. The Department also requested and received approval from the Commissioner of Department of Information Technology, 2026-039. Documents supporting these assertions are available at the agency, for review upon request.

Area served: Statewide.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ellen M. Lapointe". The signature is stylized and cursive.

For : Lori A. Weaver  
Commissioner



STATE OF NEW HAMPSHIRE

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

**EKG Patch Solution Services  
SS-2026-NHH-04-EKGPA-01**

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
TABLE OF CONTENTS**

---

Contents

<b>FORM NUMBER P-37 (version 2/23/2023)</b> .....	4
<b>EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS</b> .....	9
<b>EXHIBIT B: STATEMENT OF WORK</b> .....	14
<b>1. STATEMENT OF WORK</b> .....	14
<b>2. TECHNICAL REQUIREMENTS</b> .....	15
<b>3. DELIVERABLE, ACTIVITY, OR MILESTONE</b> .....	15
<b>4. HELPDESK SUPPORT</b> .....	15
<b>5. TRAINING</b> .....	15
<b>6. MAINTENANCE, OPERATIONS AND SUPPORT</b> .....	15
<b>7. DATA PROTECTION</b> .....	16
<b>8. DATA LOCATION</b> .....	16
<b>9. PRIVACY IMPACT ASSESSMENT</b> .....	16
<b>10. BACKGROUND CHECKS</b> .....	17
<b>11. DATA INTEGRATION AND INGESTION</b> .....	17
<b>12. CONTRACT END OF LIFE TRANSITION SERVICES</b> .....	17
<b>13. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE</b> .....	19
<b>14. DELIVERABLE REVIEW AND ACCEPTANCE</b> .....	20
<b>15. WORK / PROJECT PLAN</b> .....	22
<b>16. CONTRACT WARRANTIES AND REPRESENTATIONS</b> .....	22
<b>17. SOFTWARE AGREEMENT</b> .....	23
<b>18. ADMINISTRATIVE SERVICES</b> .....	23
<b>19. TERMS AND DEFINITIONS</b> .....	24
<b>20. CONTRACTOR’S CERTIFICATES</b> .....	24
<b>EXHIBIT C: PAYMENT TERMS</b> .....	25
<b>1. CONTRACT PRICE</b> .....	25
<b>2. FUNDING SOURCE</b> .....	25
<b>3. PAYMENT SCHEDULE</b> .....	25
<b>4. INVOICING</b> .....	25
<b>5. INVOICE ADDRESS</b> .....	26
<b>6. OVERPAYMENTS TO THE CONTRACTOR</b> .....	26
<b>7. CREDITS</b> .....	26
<b>8. TRAVEL EXPENSES</b> .....	26

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
TABLE OF CONTENTS**

---

<b>9.</b>	<b>SHIPPING FEES .....</b>	<b>26</b>
<b>10.</b>	<b>ADDITIONAL TERMS AND CONDITIONS .....</b>	<b>26</b>
<b>EXHIBIT D:</b>	<b>SOFTWARE LICENSE AGREEMENT .....</b>	<b>28</b>
<b>1.</b>	<b>LICENSE GRANT – SAAS / SUBSCRIPTION .....</b>	<b>28</b>
<b>2.</b>	<b>SOFTWARE TITLE .....</b>	<b>28</b>
<b>3.</b>	<b>SOFTWARE AND DOCUMENTATION COPIES .....</b>	<b>28</b>
<b>4.</b>	<b>RESTRICTIONS .....</b>	<b>28</b>
<b>5.</b>	<b>VIRUSES .....</b>	<b>28</b>
<b>6.</b>	<b>AUDIT .....</b>	<b>29</b>
<b>7.</b>	<b>SOFTWARE NON-INFRINGEMENT .....</b>	<b>29</b>
<b>8.</b>	<b>CONTROL OF ALL COMPONENT ELEMENTS .....</b>	<b>29</b>
<b>9.</b>	<b>CUSTOM SOFTWARE .....</b>	<b>29</b>
<b>EXHIBIT E:</b>	<b>ADMINISTRATIVE SERVICES .....</b>	<b>31</b>
<b>1.</b>	<b>DISPUTE RESOLUTION .....</b>	<b>31</b>
<b>2.</b>	<b>ACCESS AND COOPERATION .....</b>	<b>31</b>
<b>3.</b>	<b>RECORD RETENTION .....</b>	<b>31</b>
<b>4.</b>	<b>ACCOUNTING .....</b>	<b>32</b>
<b>5.</b>	<b>AUDIT .....</b>	<b>32</b>
<b>EXHIBIT F:</b>	<b>TERMS AND DEFINITIONS .....</b>	<b>33</b>
<b>EXHIBIT G:</b>	<b>ATTACHMENTS AND CONTRACTOR CERTIFICATES .....</b>	<b>38</b>
<b>1.</b>	<b>DHHS ATTACHMENTS .....</b>	<b>38</b>
<b>2.</b>	<b>CONTRACTOR CERTIFICATES .....</b>	<b>38</b>
<b>DHHS EXHIBIT E:</b>	<b>DHHS INFORMATION SECURITY REQUIREMENTS .....</b>	<b>40</b>
<b>DHHS EXHIBIT F:</b>	<b>HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT .....</b>	<b>47</b>

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
P37 GENERAL PROVISIONS**

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

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Health and Human Services		1.2 State Agency Address  129 Pleasant Street, Concord, NH 03301-6505	
1.3 Contractor Name MG Medical Products, LLC		1.4 Contractor Address  1.5 1095 Nimitzview Dr, Suite 101 Cincinnati, OH 45230	
1.5 Contractor Phone Number (513) 231-0250	1.6 Account Unit and Class  TBD	1.7 Completion Date  June 30, 2029	1.8 Price Limitation  \$158,400
1.9 Contracting Officer for State Agency  Robert W. Moore, Director		1.10 State Agency Telephone Number  1-603-271-9631	
1.11 Contractor Signature Signed by:  Jeffrey J. McGrath, President and CEO Date: 10/7/2025 <small>2867742436B240E...</small>		1.12 Name and Title of Contractor Signatory Jeffrey J. McGrath, President and CEO  CEO	
1.13 State Agency Signature DocuSigned by:  Ellen Lapointe Date: 10/8/2025 <small>46806801F0E8428...</small>		1.14 Name and Title of State Agency Signatory Ellen Lapointe  Chief Executive Officer	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 10/16/2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
P37 GENERAL PROVISIONS**

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

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all

Contractor Initials:  
Date:

Initial  


**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**P37 GENERAL PROVISIONS**

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personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

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

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**P37 GENERAL PROVISIONS**

relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

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

**19. CHOICE OF LAW AND FORUM.**

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

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

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

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

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**P37 GENERAL PROVISIONS**

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

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

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

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

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

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**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

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

**1.1. Provision 3, Effective Date/Completion of Services, is updated with the following addition:**

3.3 The parties may extend the Agreement for up to two (2) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

**1.2. Paragraph 6 Compliance by Contractor with Laws and Regulations/Equal Employment Opportunity, Subparagraph 6.1, is amended as follows:**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' Bill of Rights, civil rights and equal employment opportunity laws, and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

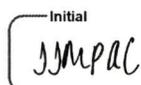
**1.3. Paragraph 9 Termination Subparagraph 9.2, is amended as follows:**

**9.2 Termination Procedure**

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

9.2.2 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated. After receipt of a notice of termination, and except as otherwise directed by the State, Contractor shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than ten (10) days after termination, terminate its orders and subcontracts related to the work which has been terminated, and settle all outstanding liabilities and all claims arising out of

Initial  


**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

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such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;

- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Contractor and in which the State has an interest;
- d. Take no action to intentionally erase or destroy any State Data, which includes State Data held by the Contractor's subcontractors;
- e. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State;
- f. Work with the State to develop a Services and Data Transition Plan per the "Contract End-of-Life Transition" requirements within this Contract; and
- g. Provide written Certification to the State that Contractor has surrendered to the State all said property.

9.2.3 If the Contract has expired, or terminated prior to the Completion Date, for any reason, the Contractor must provide, for a period up to ninety (90) days after the expiration or termination, all transition services requested by the State, at no additional cost, to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees ("Transition Services").

9.2.4 This covenant in paragraph 9 shall survive the termination of this Contract.

**1.4. Paragraph 10 Property Ownership/Disclosure, Subparagraphs 10.2 through 10.8 is amended as follows:**

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

10.3 Disclosure of data, information and other records shall be governed by NH RSA chapter 91- A and/or other applicable law, and *Exhibit E Attachment 2 - DHHS Information Security Requirements*. Disclosure requires prior written approval of the State.

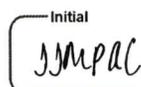
10.4 In performing its obligations under this Agreement, Contractor may gain access to Confidential Information of the State. Confidential Information is defined in *Exhibit E Attachment 2 - DHHS Information Security Requirements*.

10.5 Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which:

10.5.1 Shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;

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Page 10 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

---

10.5.2 Was disclosed to the receiving Party on a non-confidential basis from a source other than the disclosing Party, which the receiving Party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing Party; or

10.5.3 Is disclosed with the written consent of the disclosing Party.

10.6 A receiving Party also may disclose the disclosing Party's Confidential Information to the extent required by law or an order of a court of competent jurisdiction. Any disclosure of the Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon Contractor regarding the Confidential Information, and Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

10.7 Contractor Confidential Information. Contractor shall clearly identify in writing all information it claims to be confidential or proprietary upon providing such information to the State. For the purposes of complying with its legal obligations, the State is under no obligation to accept the Contractor's designation of material as confidential. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Contractor as confidential, the State shall notify Contractor and specify the date the State will be releasing the requested information. At the request of the State, Contractor shall cooperate and assist the State with the collection and review of Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Contractor's sole responsibility and at Contractor's sole expense. If Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Contractor, without any liability to the State.

10.8 This covenant in paragraph 10 shall survive the termination of this Contract.

**1.5. Paragraph 12, Assignment/Delegation/Subcontracts, Subparagraph 12.1 is amended as follows:**

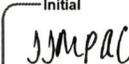
12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State. In the event that the State does not consent to the assignment the State shall have the option to immediately terminate the Agreement without liability to or further compensation owed to Contractor, its successors or assigns.

**1.6. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding Subparagraphs 12.5 as follows:**

12.5 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor must have written agreements with all subcontractors,

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Page 11 of 51  
Contractor Initials:  
Date:

Initial  


V5.4 01/22/24

10/7/2025

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

---

specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor must manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor must annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance. Failure to enter into Business Associate Agreements with its subcontractors that create or receive protected health information on the behalf of the State through this Contract, and failure to comply with the implementation specifications for such agreements is a direct HIPAA violation by the Contractor.

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

**27. FORCE MAJEURE**

- 27.1 Neither Contractor nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such Party and without fault or negligence of such Party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.
- 27.2 Except in the event of the foregoing, Force Majeure events shall not include the Contractor's inability to hire or provide personnel needed for the Contractor's performance under the Contract.

**28. REQUIREMENTS FOR WEB CONTENT AND MOBILE APPLICATION ACCESSIBILITY.**

- 28.1 Under Title II of the Americans with Disabilities Act, the State is required to provide equal access to all of its services, programs, and activities that are provided or made available to the public (whether directly or through contractual, licensing, or other arrangements) via the web and mobile applications. Accordingly, all web content and mobile applications developed, delivered, or otherwise furnished by Contractor pursuant to the terms and conditions of this Agreement shall comply with all applicable accessibility requirements under 28 C.F.R. § 35.200 and the technical standards for web content and mobile application accessibility specified in version 2.1 of the Web Content Accessibility Guidelines at Level AA conformance.
- 28.2 Contractor acknowledges and agrees that the State may require Contractor's compliance with the web content and mobile application accessibility standards set forth in Paragraph 28.1 to be determined by a third-party selected by the State in its sole and discretion.

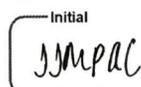
**29. EXHIBITS/ATTACHMENTS**

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

**30. NON-EXCLUSIVE CONTRACT**

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Page 12 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT A: REVISIONS TO STANDARD CONTRACT PROVISIONS**

---

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

**31. PROHIBITED TECHNOLOGIES**

- a. No equipment or services on the State of New Hampshire's Prohibited Technologies List as required in Executive Order 2022-09; and
- b. No equipment or services on the FCC Covered List as required by The Secure Networks Act.

**32. ORDER OF PRECEDENCE**

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

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

- i. State of New Hampshire, Department of Health and Human Services Contract Agreement.
- ii. State of New Hampshire, Department of Health and Human Services RFP.
- iii. Vendor Proposal Response.
- iv. Additional Contractor Provided Documents, if applicable.

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

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**EXHIBIT B: STATEMENT OF WORK**

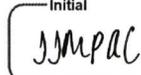
The State of New Hampshire, Department of Health and Human Services, New Hampshire Hospital (hereinafter "State"), and MG Medical Products, LLC (hereinafter "Contractor") hereby enter into this contract for the provision of the Contractor's EKG Patch Solution and interpretation of each electrocardiogram (EKG) by a certified Cardiologist. The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

**1. STATEMENT OF WORK**

- 1.1. The Contractor must provide one portable EKG Patch Solution system for use for the duration of the service agreement, that must include:
  - 1.1.1. All necessary hardware to administer EKG tests, including:
    - 1.1.1.1. One (1) EKG Patch solution kit that includes 15 large patches and 15 medium patches.
    - 1.1.1.2. One (1) HD+ transmitter and cable that is encrypted for transmission utilizing Blue-tooth.
    - 1.1.1.3. One (1) tablet that is locked into "single application", or "kiosk," mode and loaded with only the Touch ECG Software application and videos to assist with use of the equipment and training staff.
- 1.2. The Contractor must provide one or more additional portable EKG Patch Solution systems within thirty (30) days when requested by the Department.
- 1.3. The Contractor must ensure each EKG is transmitted by the Touch ECG application via secure virtual private network (VPN) service utilizing state network wireless resources as an HL7 file to the Contractor's secure server.
- 1.4. The Contractor must ensure each EKG is read and interpreted by a cardiologist that:
  - 1.4.1. Is certified by the American Board of Cardiovascular Medicine;
  - 1.4.2. Is licensed by a state board of professional licensure; and
  - 1.4.3. Meets all qualifications required by law for the performance of the services required in accordance with applicable New Hampshire State laws and regulations.
- 1.5. The Contractor must provide consultation with a cardiologist by telephone at the request of the Department to review findings, and make every effort to have them available for consultation from 8AM to 5PM each business day.
- 1.6. The Contractor must contact the Department within one (1) hour in the event of a critical finding in an EKG interpretation.
- 1.7. The Contractor must post a final report of each EKG interpretation on their web application Touch ECG WebApp within twenty-four (24) hours of receiving the EKG, and provide the Department with log-in credentials to the Touch ECG WebApp to view and download each EKG report.

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Page 14 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT B: STATEMENT OF WORK**

---

**2. TECHNICAL REQUIREMENTS**

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

**3. DELIVERABLE, ACTIVITY, OR MILESTONE**

3.1. The Contractor shall be responsible for meeting the Deliverables, Activities and/or Milestones identified in the Exhibit G, Attachment 1 – IT Requirements Workbook.

**4. HELPDESK SUPPORT**

4.1. The Contractor must provide Help Desk support for questions from the State, and must respond within 24 hours of the initial query.

**5. TRAINING**

5.1. The selected Vendor shall provide the Touch ECG Software application with training videos to assist with use of the equipment and training staff.

**6. MAINTENANCE, OPERATIONS AND SUPPORT**

**6.1. System Maintenance**

6.1.1. The Contractor must maintain and support the System in all material respects as described in the Contract, through the Contract Completion Date. The Contractor must make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

**6.2. System Support**

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

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

6.2.2.1. Class A, B & C Deficiencies - The State shall notify the Contractor of such Deficiencies during regular Business Hours, and the Contractor shall respond back within four (4) hours of notification of planned corrective action.

**6.3. Support Obligations**

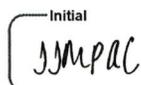
6.3.1. The Contractor must repair or replace Software, and provide maintenance of the Software in accordance with the specifications and terms and requirements of the Contract.

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

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

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Page 15 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

- a. nature of the Deficiency;
  - b. current status of the Deficiency;
  - c. action plans, dates, and times;
  - d. expected and actual completion time;
  - e. Deficiency resolution information;
  - f. resolved by;
  - g. identifying number i.e. work order number; and
  - h. issue identified by.
- 6.3.4. The Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information:
- a. mean time between Reported Deficiencies with the Software;
  - b. diagnosis of the root cause of the problem; and
  - c. identification of repeat calls or repeat Software problems.
- 6.3.5. If the Contractor fails to correct a Deficiency, the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions.

**7. DATA PROTECTION**

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

**8. DATA LOCATION**

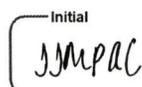
- 8.1. The Contractor must provide its Services to the State and its end users solely from data centers within the contiguous United States. All storage, processing and transmission of Confidential Data and State Data shall be restricted to information technology systems within the contiguous United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

**9. PRIVACY IMPACT ASSESSMENT**

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

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Page 16 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

- 9.1.3. How PII will be used in the system;
  - 9.1.4. How individual consent will be achieved and revoked; and
  - 9.1.5. Privacy practices.
- 9.2. The State may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**10. BACKGROUND CHECKS**

- 10.1. The Contractor must conduct criminal background checks, at its own expense, and not utilize any End Users, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. Contractor agrees it will initiate a criminal background check re-investigation of all employees, volunteers, interns, and subcontractors assigned to this Contract every five (5) years. The five (5) year period will be based on the date of the last Criminal Background Check conducted by the Contractor.
- 10.2. The Contractor must promote and maintain an awareness of the importance of securing the State's information among the Contractor's End Users. Contractor's End Users shall not be permitted to handle, access, view, store or discuss Confidential Data until an attestation is received by the Contractor that all Contractor End Users associated with fulfilling the obligations of this Contract are, based on criteria provided herein are, eligible to participate in work associated with this Contract.
- 10.3. The State may, at its sole expense, conduct reference and screening of the Contractor Project Manager and the Contractor Key Project Staff.

**11. DATA INTEGRATION AND INGESTION**

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

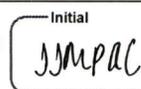
**12. CONTRACT END OF LIFE TRANSITION SERVICES**

**12.1. General Requirements**

- 12.1.1. If applicable, upon termination or expiration of the Contract the Parties agree to cooperate in good faith to effectuate a smooth secure transition of the Services from the Contractor to the State and, if applicable, the Contractor engaged by the State to

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Page 17 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

assume the Services previously performed by the Contractor for this section (the new Contractor shall be known as “Recipient”). Ninety (90) days prior to the end of the contract or unless otherwise specified by the State, the Contractor must begin working with the State and if applicable, the new Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.

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

**12.2. Completion of Transition Services**

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

**12.3. Disagreement over Transition Services Results**

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

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

12.3.2. .

**13. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE**

13.1. If Contractor End Users are authorized by the State's Information Security Office to access the State's network or system and/or use a state issued device (e.g. computer, IPad, cell phone) in the fulfilment of this Contract, each individual being granted access must:

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

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

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

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

13.1.5. Only use equipment, software, or subscription(s) authorized by the State's Information Security Office;

13.1.6. Follow the State's procedure for requesting and installing State authorized software on State equipment;

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

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

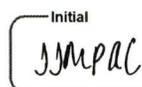
13.1.9. Agree when utilizing the State's email system:

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

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

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Page 19 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

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

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

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

13.2.1. Complete the State’s Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting State Data or Confidential Data.

13.2.2. Sign the State’s Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Agreement upon execution of the Contract and annually throughout the Contract term.

13.2.3. Only access the State’ intranet to view the Department’s Policies and Procedures and Information Security webpages.

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

13.4. The Contractor agrees, to notify the State a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess State credentials and/or badges or who have system privileges. If End Users who possess State credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the State’s Information Security Office or designee immediately.

#### **14. DELIVERABLE REVIEW AND ACCEPTANCE**

##### **14.1. Non-Software and Written Deliverables Review and Acceptance**

14.1.1. The Contractor must provide a written Certification that a non-Software, written deliverable (such as the Test Plan) is final, complete, and ready for review. After receiving such Certification from the Contractor, the State will review the Deliverable to determine whether it meets the requirements outlined in this Exhibit. The State will notify the Contractor in writing of its Acceptance or rejection of the Deliverable, or its partial or conditional Acceptance of the Deliverable, within five (5) business days of the State’s receipt of the Contractor’s written Certification; provided that if the State determines that the State needs more than five (5) days, then the State shall be entitled to an extension of up to an additional ten (10) business days. If the State rejects the Deliverable or any portion of the Deliverable, or if any Acceptance by the State is conditioned upon completion of any related matter, then the State shall notify the Contractor of the nature and class of the Deficiency, or the terms of the conditional Acceptance, and The Contractor must correct the Deficiency

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

or resolve the condition to Acceptance within the period identified in the Work / Project Plan. If no period for the Contractor's correction of the Deliverable or resolution of condition is identified, The Contractor must correct the Deficiency in the Deliverable or resolve the condition within five (5) business days or such longer period as the State (in its sole discretion) may agree. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify the Contractor of its Acceptance, Acceptance in part, conditional Acceptance, or rejection thereof, with the option to extend the Review Period up to five (5) additional business days, or mutually agreed upon timeframe. If the Contractor fails to correct the Deficiency within the allotted period, the State may, at its option, continue reviewing the Deliverable and require the Contractor to continue until the Deficiency is corrected, or immediately terminate the Contract, declare the Contractor in default, and or pursue its remedies at law and in equity.

**14.2. Software Deliverables Review and Acceptance**

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

**14.3. Number of Deliverables**

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

**14.4. Conditional and Unconditional Acceptance**

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

**14.5. The Contractor Key Project Staff**

**14.5.1. The Contractor's Contract Manager**

14.5.1.1. The Contractor must assign a Contract Manager who will be responsible for all Contract authorization and administration, including but not limited to processing Contract documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities.

**14.6. The Contractor's Project Manager**

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

14.6.2. The Contractor's selection of the Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Project Manager's resume, qualifications, references, and background checks, and an interview. The

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

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

14.6.2.1. The Vendor's Project Manager's duties shall include the following:

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

**14.7. The State Key Project Staff**

**14.7.1. The State Contract Manager**

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

**14.7.2. The State Project Manager**

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

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

**15. WORK / PROJECT PLAN**

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

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

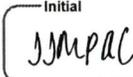
**16. CONTRACT WARRANTIES AND REPRESENTATIONS**

**16.1. System**

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

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Page 22 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT B: STATEMENT OF WORK**

---

**16.2. Warranty**

- 16.2.1. The Contractor warrants that any Software provided as part of this Agreement, including but not limited to the individual modules or functions furnished under the Contract, is properly functioning within the System, compliant with the requirements of the Contract, and will operate in accordance with the Specifications and terms of the Contract.
- 16.2.2. .
- 16.2.3. For any breach of the above Software warranty, in addition to all its other remedies at law and in equity, at the State's option the Contractor must:
  - 16.2.3.1. 27.2.2.1. provide the correction of program errors that cause breach of the warranty, or if Contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its program license if any and recover the fees paid to Contractor for the program license and any unused, prepaid technical support fees the State has paid for the program license; or
  - 16.2.3.2. 27.2.2.2. the re-performance of the deficient Services; or
  - 16.2.3.3.
  - 16.2.4. 27.2.2.3. if Contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to Contractor for the deficient Services..

**16.3. Compatibility**

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

**16.4. Services**

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

**17. SOFTWARE AGREEMENT**

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

**18. ADMINISTRATIVE SERVICES**

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT B: STATEMENT OF WORK**

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**19. TERMS AND DEFINITIONS**

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

**20. CONTRACTOR'S CERTIFICATES**

20.1. Required Contractor Certificates are attached in Exhibit G.

*Remainder of this page intentionally left blank*

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT C: PAYMENT TERMS**

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**EXHIBIT C: PAYMENT TERMS**

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

**1. CONTRACT PRICE**

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

**2. FUNDING SOURCE**

- 2.1. This Agreement is funded by:
- 2.1.1. 30% General funds.
  - 2.1.2. 70% Other funds (Provider Fees).

**3. PAYMENT SCHEDULE**

- 3.1. This is a Not to Exceed Contract. The total Contract value that will not be exceeded is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor must be responsible for performing its obligations in accordance with the Contract.
- 3.2. Payment shall be made for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, as described below:
- 3.2.1. An initial payment of \$760 for each portable electrocardiogram (EKG) Patch Solution system, that must include :
    - 3.2.1.1. One (1) virtual training session.
    - 3.2.1.2. Equipment deposit.
    - 3.2.1.3. Set up.
    - 3.2.1.4. All shipping and handling charges.
  - 3.2.2. An annual license fee of \$2,220 for each portable electrocardiogram (EKG) Patch Solution system , due on delivery and set up of equipment, and each year on that date thereafter.
  - 3.2.3. An EKG fee of \$125 for each final report of EKG interpretations delivered to the Department in accordance with Exhibit B, Statement of Work.

**4. INVOICING**

4.1. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

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Page 25 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT C: PAYMENT TERMS**

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- 4.1.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 4.1.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
- 4.1.3. Identifies and requests payment in accordance with Section 9, above.
- 4.1.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.
- 4.1.5. Is completed, dated and returned to the Department to initiate payment.

**5. INVOICE ADDRESS**

- 5.1. Invoices may be emailed to [NHHFinancialServices@dhhs.nh.gov](mailto:NHHFinancialServices@dhhs.nh.gov) or mailed to:

Financial Services AP  
New Hampshire Hospital - Financial Services  
121 South Fruit Street  
Concord, NH 03301

**6. OVERPAYMENTS TO THE CONTRACTOR**

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

**7. CREDITS**

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

**8. TRAVEL EXPENSES**

- 8.1. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract. The Contractor must assume all travel and related expenses incurred by Contractor in performance of its obligations. All labor rates in this Agreement must include all costs associated with employing individuals to work on, and complying with the requirements of, this Agreement, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and any additional out of pocket expenses.

**9. SHIPPING FEES**

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

**10. ADDITIONAL TERMS AND CONDITIONS**

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

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Page 26 of 51

Contractor Initials:

Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT C: PAYMENT TERMS**

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

10.4. Audits

10.4.1. The Contractor must email an annual audit to [dhhs.act@dhhs.nh.gov](mailto:dhhs.act@dhhs.nh.gov) if any of the following conditions exist:

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

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

10.4.1.3. Condition C - The Contractor is a public company and required by the U.S. Securities and Exchange Commission (SEC) regulations to submit an annual financial audit.

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

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

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

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

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

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

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**EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

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

**1. LICENSE GRANT – SAAS / SUBSCRIPTION**

- 1.1. Subject to the payment of applicable license fees, the Contractor hereby grants to the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the Software and its associated Documentation, subject to the terms of the Contract. The State may allow its agents and Contractors to access and use the Software, and in such event, the State shall first obtain written agreement from such agents and Contractors that each shall abide by the terms and conditions set forth herein.
- 1.2. During the Subscription Term, the State will receive a nonexclusive, non-assignable, royalty free, worldwide right to access and use the Software solely for the State’s internal business operations subject to the terms of the Contract and up to the number of licenses documented in the Contract.
- 1.3. The Parties acknowledge that this Contract is a services agreement and Contractor will not be delivering copies of the Software to Customer as part of the Contract.

**2. SOFTWARE TITLE**

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

**3. SOFTWARE AND DOCUMENTATION COPIES**

- 3.1. The Contractor shall provide the State with an electronic version in both Microsoft Word and PDF formats of the Software’s associated Documentation. The State shall have the right to copy the Software and its associated Documentation within its possession for its internal business needs. To the extent that the State does not have possession of the Software, Contractor shall provide a copy of the Software and associated Documentation upon request. The State agrees to include copyright and proprietary notices provided to the State by the Contractor on such copies.

**4. RESTRICTIONS**

- 4.1. Except as otherwise permitted under the Contract, the State agrees not to:
  - 4.1.1. Remove or modify any program markings or any notice of Contractor’s proprietary rights;
  - 4.1.2. Make the programs or materials available in any manner to any third party for use in the third party’s business operations, except as permitted herein; or
  - 4.1.3. Cause or permit reverse engineering, disassembly or recompilation of the programs.

**5. VIRUSES**

- 5.1. Contractor shall provide Software that is free of viruses, destructive programming, and mechanisms designed to disrupt the performance of the Software in accordance with the

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Page 28 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

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Specifications. As a part of its internal development process, Contractor will use reasonable efforts to test the Software for viruses.

**6. AUDIT**

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

**7. SOFTWARE NON-INFRINGEMENT**

- 7.1. Contractor warrants that it has good title to, or the right to allow the State to use all Services, equipment, and Software, including any and all component parts thereof such as third-party Software or programs that may be embedded in the Software ("Contracted Resources") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.
- 7.2. The warranty of non-infringement shall be an on-going and perpetual obligation that shall survive termination of the Contract. In the event that someone makes a claim against the State that any Contracted Resources infringe their intellectual property rights, Contractor shall defend and indemnify the State against the claim provided that the State:
- 7.2.1. Promptly notifies the Contractor in writing, not later than 30 days after the State receives actual written notice of such claim;
  - 7.2.2. Gives the Contractor control of the defense and any settlement negotiations; and
  - 7.2.3. Gives the Contractor the information, authority, and assistance reasonably needed to defend against or settle the claim.
- 7.3. Notwithstanding the foregoing, the State's counsel may participate in any claim to the extent the State seeks to assert any immunities or defenses applicable to the State.
- 7.4. If Contractor believes or it is determined that any of the Contracted Resources may have violated someone else's intellectual property rights, Contractor may choose to either modify the Contracted Resources to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Contractor may end the license, and require return of the applicable Contracted Resources and refund all fees the State has paid Contractor under the Contract.

**8. CONTROL OF ALL COMPONENT ELEMENTS**

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

**9. CUSTOM SOFTWARE**

9.1. Should any custom source code be developed, Contractor shall provide the State with a copy of the source code, which shall be subject to the License rights. The State shall receive

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Page 29 of 51

Contractor Initials:

Date:

Initial  
JMPAC

10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT D: SOFTWARE LICENSE AGREEMENT**

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a worldwide, perpetual, irrevocable, non-exclusive paid –up right and license to use, copy, modify and prepare derivative works of any custom developed Software.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT E: ADMINISTRATIVE SERVICES**

**EXHIBIT E: ADMINISTRATIVE SERVICES**

**1. DISPUTE RESOLUTION**

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

<b>TABLE E-1. DISPUTE RESOLUTION RESPONSIBILITY AND SCHEDULE TABLE</b>			
<b>LEVEL</b>	<b>CONTRACTOR POINT OF CONTACT</b>	<b>STATE POINT OF CONTACT</b>	<b>CUMULATIVE ALLOTTED TIME</b>
Primary	Sally Bittinger	NHH Director of Nursing	Five (5) Business Days
First	Christopher McGrath	NHH Director of Finance	Ten (10) Business Days
Second	Jeff McGrath	NHH CEO	Fifteen (15) Business Days
Third	Jeff McGrath	DHHS Commissioner	Twenty (20) Business Days

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

**2. ACCESS AND COOPERATION**

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

**3. RECORD RETENTION**

- 3.1. The Contractor and its Subcontractors shall maintain all Project records including but not limited to books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the

Initial  
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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT E: ADMINISTRATIVE SERVICES**

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performance of their respective obligations under the Contract. Contractor and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

**4. ACCOUNTING**

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

**5. AUDIT**

- 5.1. The Contractor must allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT F: TERMS AND DEFINITIONS**

**EXHIBIT F: TERMS AND DEFINITIONS**

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

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT F: TERMS AND DEFINITIONS**

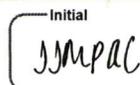
End Users	The definition for this term is located in Exhibit G, Attachment 2 – Exhibit E: DHHS Information Security Requirements.
Enhancements	Updates, additions, modifications to, and new releases for the Software or System, and all changes to the Documentation as a result of improvement in quality,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

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*JMPAC*

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT F: TERMS AND DEFINITIONS**

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

Page 35 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT F: TERMS AND DEFINITIONS**

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

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT F: TERMS AND DEFINITIONS**

Work / Project Plan	Documentation that details the activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Attachment 1: <i>IT Requirements Workbook</i> . The Work / Project Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES**

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**EXHIBIT G: ATTACHMENTS AND CONTRACTOR CERTIFICATES**

**1. DHHS ATTACHMENTS**

- 1.1. Exhibit G Attachment 1 - IT Requirements Workbook
- 1.2. Exhibit G Attachment 2 - DHHS Standard Exhibits E-F:
  - 1.2.1. Exhibit E - DHHS Information Security Requirements
  - 1.2.2. Exhibit F - Business Associate Agreement

**2. CONTRACTOR CERTIFICATES**

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

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**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT G ATTACHMENT 1: IT REQUIREMENT WORKBOOK &  
ATTACHMENTS**

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**Exhibit G Attachment 1: IT Requirement Workbook**

**Exhibit G Attachment 2: DHHS Information Security Requirements Exhibit D**

**Exhibit G Attachment 3: DHHS Business Associate Agreement Exhibit E**

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

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**DHHS EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS**

**1. DEFINITIONS**

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

- 1.1. “Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, “Breach” shall have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
- 1.2. “Computer Security Incident” shall have the same meaning “Computer Security Incident” in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
- 1.3. “Confidential Information” or “Confidential Data” means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.
- 1.4. Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
- 1.5. “End User” means any person or entity (e.g., contractor, contractor’s employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
- 1.6. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
- 1.7. “Incident” means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or Software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
- 1.8. “Open Wireless Network” means any network or segment of a network that is not designated by the State of New Hampshire’s Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not

Initial  


**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

---

- adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
- 1.9. “Personal Information” (or “PI”) means information which can be used to distinguish or trace an individual’s identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc.
  - 1.10. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
  - 1.11. “Protected Health Information” (or “PHI”) has the same meaning as provided in the definition of “Protected Health Information” in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
  - 1.12. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
  - 1.13. “Unsecured Protected Health Information” means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

**2. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**2.1. Business Use and Disclosure of Confidential Information.**

- 2.1.1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- 2.1.2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.
- 2.1.3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
- 2.1.4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
- 2.1.5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
- 2.1.6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

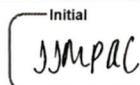
**3. METHODS OF SECURE TRANSMISSION OF DATA**

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Page 41 of 51

Contractor Initials:

Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

---

- 3.1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
  - 3.2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
  - 3.3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - 3.4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
  - 3.5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
  - 3.6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
  - 3.7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
  - 3.8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
  - 3.9. Remote 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.
  - 3.10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  - 3.11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.
- 4. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**
- 4.1. The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:
    - 4.2. **Retention**
      - 4.2.1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
      - 4.2.2. The Contractor agrees to ensure proper security monitoring capabilities are in place to

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

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detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.

- 4.2.3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
- 4.2.4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
- 4.2.5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
- 4.2.6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**4.3. Disposition**

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

**5. PROCEDURES FOR SECURITY**

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

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Page 43 of 51

Contractor Initials:

Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

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- 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.).
- 5.1.3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 5.1.4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 5.1.5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
  - 5.1.6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
  - 5.1.7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
  - 5.1.8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
  - 5.1.9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
  - 5.1.10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
  - 5.1.11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
  - 5.1.12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION**  
**SECURITY REQUIREMENTS**

---

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.

- 5.1.13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doiit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
- 5.1.14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
- 5.1.15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
- 5.1.16. The Contractor must ensure that all End Users:
- 5.1.17. Comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - a. Safeguard this information at all times.
  - b. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - c. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
  - d. Limit disclosure of the Confidential Information to the extent permitted by law.
  - e. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
  - f. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
  - g. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
  - h. Understand that their 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.

Initial  


**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01  
EXHIBIT G ATTACHMENT 2: DHHS EXHIBIT D: DHHS INFORMATION  
SECURITY REQUIREMENTS**

5.1.18. 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.

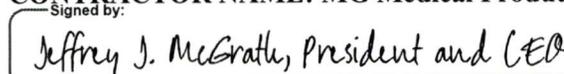
**6. LOSS REPORTING**

- 6.1. The Contractor must notify the State’s Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section 6.
- 6.2. The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency’s documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor’s compliance with all applicable obligations and procedures, Contractor’s procedures must also address how the Contractor will:
  - 6.3. Identify Incidents;
  - 6.4. Determine if personally identifiable information is involved in Incidents;
  - 6.5. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
  - 6.6. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and
  - 6.7. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.
- 6.8. Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**7. PERSONS TO CONTACT**

- 1. DHHS Privacy Officer: [DHHSPrivacyOfficer@dhhs.nh.gov](mailto:DHHSPrivacyOfficer@dhhs.nh.gov)
- 2. DHHS Security Officer: [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)

**CONTRACTOR NAME: MG Medical Products LLC**

Signed by:  


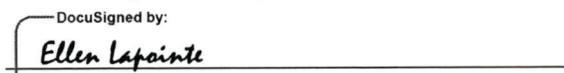
**NAME: Jeffrey McGrath**

**TITLE: CEO**

**DATE: 05/20/2025 10/7/2025**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**New Hampshire Hospital**

DocuSigned by:  


**NAME: Ellen Lapointe**

**TITLE: Chief Executive Officer**

**DATE: 10/8/2025**

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**DHHS EXHIBIT E: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT BUSINESS ASSOCIATE AGREEMENT**

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

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

**1. DEFINITIONS.**

- 1.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- 1.2. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- 1.3. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- 1.4. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- 1.5. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- 1.6. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- 1.7. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- 1.8. "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.
- 1.9. "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).
- 1.10. "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.
- 1.11. "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.
- 1.12. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- 1.13. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**DHHS EXHIBIT E: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT BUSINESS ASSOCIATE AGREEMENT**

---

- 1.14. "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.
- 1.15. "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.
- 1.16. 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.**

- 2.1. 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.
- 2.2. Business Associate may use or disclose PHI:
  - a. For the proper management and administration of the Business Associate;
  - b. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - c. For data aggregation purposes for the health care operations of Covered Entity.
- 2.3. 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.
- 2.4. 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.
- 2.5. 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.**

- 3.1. 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

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Page 48 of 51  
Contractor Initials:  
Date:

Initial  


10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**DHHS EXHIBIT E: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT BUSINESS ASSOCIATE AGREEMENT**

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- health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- 3.2. 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:
    - a. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
    - b. The unauthorized person used the protected health information or to whom the disclosure was made;
    - c. Whether the protected health information was actually acquired or viewed
    - d. The extent to which the risk to the protected health information has been mitigated.
  - 3.3. 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.
  - 3.4. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
  - 3.5. 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.
  - 3.6. 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 (1). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
  - 3.7. 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.
  - 3.8. 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.
  - 3.9. 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.
  - 3.10. 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.
  - 3.11. 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

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Page 49 of 51

Contractor Initials:

Date:

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10/7/2025

V5.4 01/22/24

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**DHHS EXHIBIT E: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT BUSINESS ASSOCIATE AGREEMENT**

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provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

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.

- 3.12. 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
- 3.13.
- 3.14. 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**

- 4.1. 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.
- 4.2. 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
- 4.3. 164.506 or 45 CFR Section 164.508.
- 4.4. 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**

- 5.1. 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 G, Attachment 2. 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**

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Page 50 of 51  
Contractor Initials:  
Date:

Initial  
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10/7/2025

V5.4 01/22/24

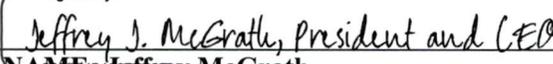
**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**EKG Patch Solution Services SS-2026-NHH-04-EKGPA-01**  
**DHHS EXHIBIT E: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY**  
**ACT BUSINESS ASSOCIATE AGREEMENT**

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- 6.1. 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 G, Attachment 2, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.
- 6.5. Segregation: If any term or condition of this Exhibit G, Attachment 2 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 G, Attachment 2 are declared severable.
- 6.6. Survival: Provisions in this Exhibit G, Attachment 2 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 Business Associate Agreement.**

**CONTRACTOR NAME: MG Medical Products LLC**

Signed by:  
  
 NAME: Jeffrey McGrath  
 TITLE: CEO  
 DATE: 05/20/2025 10/7/2025

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**New Hampshire Hospital**

DocuSigned by:  
  
 NAME: Ellen Lapointe  
 TITLE: Chief Executive Officer  
 DATE: 10/8/2025

Initial  


APPLICATION REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>GENERAL SPECIFICATIONS</b>					
A1.1	Ability to access data using open standards access protocol (please specify supported versions in the comments field).	M	Yes		HL7
A1.2	Data is available in commonly used format over which no entity has exclusive control, with the exception of National or International standards. Data is not subject to any copyright, patent, trademark or other trade secret regulation.	M	Yes		
A1.3	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M	Yes		
<b>APPLICATION SECURITY</b>					
A2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	N/A		Does not have access to system client applications
A2.2	Verify the identity and authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	N/A		No log in for app
A2.3	Enforce unique user names.	M	N/A		No username/ password for app
A2.4	Enforce complex passwords for Administrator Accounts in accordance with DoIT's statewide User Account and Password Policy.	M	N/A		No Administrator accounts for users
A2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters in accordance with DoIT's statewide User Account and Password Policy.	M	N/A		No password for app
A2.6	Encrypt passwords in transmission and at rest within the database.	M	N/A		No password for app

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10/7/2025

Attachment 1

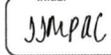
A2.7	Establish ability to expire passwords after a definite period of time in accordance with DoIT's statewide User Account and Password Policy.	M	N/A		No password for app
A2.8	Provide the ability to limit the number of people that can grant or change authorizations.	M	N/A		No ability to change authorizations for users
A2.9	Establish ability to enforce session timeouts during periods of inactivity.	M	No		
A2.10	The application shall not store authentication credentials or sensitive data in its code.	M	Yes		
A2.11	Log all attempted accesses that fail identification, authentication and authorization requirements.	M	N/A		No log in for app
A2.12	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place.	M	Yes		Log of all application uses available on secure server in read-only log but not identifiable by user due to no log in for app
A2.13	All logs must be kept for six years.	M	Yes		Logs kept indefinitely.
A2.14	The application must allow a human user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Yes		App can be closed by hitting power icon that closes out session.
A2.15	Do not use Software and System Services for anything other than they are designed for.	M	Yes		No ability to use for any other function.
A2.16	The application Data shall be protected from unauthorized use when at rest.	M	Yes		Data at rest is not accessible other than by access to the physical tablet with the app on it; facility and staff responsibility to secure the tablet.
A2.17	The application shall keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Yes		App does not interact with any other programs.
A2.18	Subsequent application enhancements or upgrades shall not remove or degrade security requirements.	M	Yes		
A2.19	Utilize change management documentation and procedures.	M	Yes		

Initial  


10/7/2025

Attachment 1

A2.20	Web Services : The service provider shall use Web services exclusively to interface with the State's data in near real time when possible.	M	N/A		
A2.21	<p>Logs must be configured using "fail-safe" configuration. Audit logs must contain the following minimum information:</p> <ol style="list-style-type: none"> <li>1. User IDs (of all users who have access to the system)</li> <li>2. Date and time stamps</li> <li>3. Changes made to system configurations</li> <li>4. Addition of new users</li> <li>5. New users level of access</li> <li>6. Files accessed (including users)</li> <li>7. Access to systems, applications and data</li> <li>8. Access trail to systems and applications (successful and unsuccessful attempts)</li> <li>9. Security events</li> </ol>	M	N/A		

Initial  


10/7/2025

Attachment 1

TESTING REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>APPLICATION SECURITY TESTING</b>					
T1.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	N/A		No access to State's web site or assets
T1.2	The Vendor shall be responsible for providing documentation of security testing, as appropriate. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	N/A		No access to State's web site or assets
T1.3	Provide evidence that supports the fact that Identification and Authentication testing has been recently accomplished; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	M	N/A		No log in for app use
T1.4	Test for Access Control; supports the management of permissions for logging onto a computer or network.	M	N/A		No log in and no computer or network access
T1.5	Test for encryption; supports the encoding of data for security purposes, and for the ability to access the data in a decrypted format from required tools.	M	Yes		Data is sent as HL7
T1.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system.	M	N/A		No app access to computer system
T1.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network.	M	N/A		No app access to computer system
T1.8	Test the User Management feature; supports the administration of computer, application and network accounts within an organization.	M	N/A		No access to network of organization

Initial  


10/7/2025

Attachment 1

T1.9	Test Role/Privilege Management; supports the granting of abilities to users or groups of users of a computer, application or network.	M	N/A		No user log in or privileges
T1.10	Test Audit Trail Capture and Analysis; supports the identification and monitoring of activities within an application or system.	M	Yes		
T1.11	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	N/A		
T.1.12	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. ( At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten ( <a href="http://www.owasp.org/index.php/OWASP_Top_Ten_Project">http://www.owasp.org/index.php/OWASP_Top_Ten_Project</a> ).	M	N/A		
T1.13	Provide the State with validation of 3rd party security reviews performed on the application and system environment. The review may include a combination of vulnerability scanning, penetration testing, static analysis of the source code, and expert code review (please specify proposed methodology in the comments field).	M	Yes		Application approved by FDA
T1.14	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Yes		
T1.15	Vendor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M	N/A		
<b>STANDARD TESTING</b>					
T2.1	The Vendor must test the software and the system using an industry standard and State approved testing methodology.	M	Yes		Application approved by FDA, developed by Cardioline
T2.2	The Vendor must perform application stress testing and tuning.	M	Yes		Application approved by FDA, developed by Cardioline

Initial  


10/7/2025

Attachment 1

T2.3	The Vendor must provide documented procedure for how to sync Production with a specific testing environment.	M	N/A		
T2.4	The vendor must define and test disaster recovery procedures.	M	Yes		Business Continuity Plan in place

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Attachment 1

HOSTING-CLOUD REQUIREMENTS					
State Requirements				Vendor	
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>OPERATIONS</b>					
H1.1	Vendor shall provide an ANSI/TIA-942 Tier 3 Data Center or equivalent. A tier 3 data center requires 1) Multiple independent distribution paths serving the IT equipment, 2) All IT equipment must be dual-powered and fully compatible with the topology of a site's architecture and 3) Concurrently maintainable site infrastructure with expected availability of 99.982%.	M	Yes		DartPoints
H1.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, and Internet bandwidth to manage the application and support users with permission based logins.	M	N/A		No user permission log ins to app
H1.3	The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Yes		DartPoints
H1.4	Vendor shall install and update all server patches, updates, and other utilities within 60 days of release from the manufacturer.	M	Yes		
H1.5	Vendor shall monitor System, security, and application logs.	M	Yes		
H1.6	Vendor shall manage the sharing of data resources.	M	Yes		
H1.7	Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Yes		
H1.8	The Vendor shall monitor physical hardware.	M	Yes		
H1.9	Remote access shall be customized to the State's business application. In instances where the State requires access to the application or server resources not in the DMZ, the Vendor shall provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN).	M	N/A		

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Attachment 1

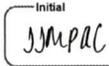
<b>DISASTER RECOVERY</b>					
H2.1	Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Yes		
H2.2	The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced.	M	Yes		
H2.3	Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Yes		
H2.4	Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Yes		
H2.5	Scheduled backups of all servers must be completed regularly. The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Yes		
H2.6	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Yes		
H2.7	Data recovery – In the event that recovery back to the last backup is not sufficient to recover State Data, the Vendor shall employ the use of database logs in addition to backup media in the restoration of the database(s) to afford a much closer to real-time recovery. To do this, logs must be moved off the volume containing the database with a frequency to match the business needs.	M	Yes		
<b>HOSTING SECURITY</b>					
H3.1	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	N/A		

Initial  


10/7/2025

Attachment 1

H3.2	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Yes		
H3.3	All servers and devices must have event logging enabled. Logs must be protected with access limited to only authorized administrators. Logs shall include System, Application, Web and Database logs.	M	Yes		
H3.4	Operating Systems (OS) and Databases (DB) shall be built and hardened in accordance with guidelines set forth by CIS, NIST or NSA.	M	Yes		
<b>SERVICE LEVEL AGREEMENT</b>					
H4.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
H4.2	The vendor shall maintain the hardware and Software in accordance with the specifications, terms, and requirements of the Contract, including providing upgrades and fixes as required.	M	Yes		
H4.3	The vendor shall repair or replace the hardware or software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
H4.4	All hardware and software components of the Vendor hosting infrastructure shall be fully supported by their respective manufacturers at all times. All critical patches for operating systems, databases, web services, etc., shall be applied within sixty (60) days of release by their respective manufacturers.		Yes		
H4.5	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday through Friday EST.	M	Yes		

Initial  


10/7/2025

Attachment 1

<p>H4.6</p>	<p>The Vendor shall conform to the specific deficiency class as described:</p> <ul style="list-style-type: none"> <li>o Class A Deficiency - Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non Software - Services were inadequate and require re-performance of the Service.</li> <li>o Class B Deficiency - Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non Software - Services were deficient, require reworking, but do not require re-performance of the Service.</li> <li>o Class C Deficiency - Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non Software - Services require only minor reworking and do not require re-performance of the Service.</li> </ul>	<p>M</p>	<p>Yes</p>		
<p>H4.7</p>	<p>As part of the maintenance agreement, ongoing support issues shall be responded to according to the following:</p> <ul style="list-style-type: none"> <li>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</li> <li>b. Class B &amp; C Deficiencies -The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract.</li> </ul>	<p>M</p>	<p>Yes</p>		
<p>H4.8</p>	<p>The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.</p>	<p>M</p>	<p>Yes</p>		

Initial  


10/7/2025

Attachment 1

H4.9	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		
H4.10	If The Vendor is unable to meet the uptime requirement, The Vendor shall credit State's account in an amount based upon the following formula: (Total Contract Item Price/365) x Number of Days Contract Item Not Provided. The State must request this credit in writing.	M	Yes		
H4.11	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
H4.12	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
H4.13	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
H4.14	The Vendor will give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		

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10/7/2025

SUPPORT & MAINTENANCE REQUIREMENTS					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>SUPPORT &amp; MAINTENANCE REQUIREMENTS</b>					
S1.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Yes		
S1.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Yes		
S1.3	Repair Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Yes		
S1.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm-Monday through Friday EST.	M	Yes		

Initial  


10/7/2025

Attachment 1

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

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10/7/2025

Attachment 1

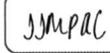
S1.9	<p>As part of the Software maintenance agreement, ongoing software maintenance and support issues, shall be responded to according to the following or as agreed to by the parties:</p> <p>a. Class A Deficiencies - The Vendor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Vendor shall provide support on-site or with remote diagnostic Services, within four (4) business hours of a request;</p> <p>b. Class B &amp; C Deficiencies –The State shall notify the Vendor of such Deficiencies during regular business hours and the Vendor shall respond back within four (4) hours of notification of planned corrective action; The Vendor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract; or as agreed between the parties.</p>	M	Yes		
S1.10	The Vendor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M	Yes		
S1.11	A critical outage will be designated when a business function cannot be met by a nonperforming application and there is no work around to the problem.	M	Yes		
S1.12	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: All change requests implemented; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Yes		
S1.13	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Yes		

Initial  
JMPAC

10/7/2025

Attachment 1

S1.14	The Vendor shall give two-business days prior notification to the State Project Manager of all changes/updates and provide the State with training due to the upgrades and changes.	M	Yes		
S1.15	The Vendor shall agree to use a secure FTP site provided by the State for <u>uploading and downloading files if applicable.</u>	M	Yes		
S1.16	The State shall provide the Vendor with a personal secure FTP site to be used by the State for uploading and downloading files if applicable.	M	Yes		
S1.17	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Yes		
S1.18	The Contractor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Yes		

Initial  


10/7/2025

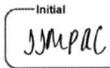
Attachment 1

PROJECT MANAGEMENT					
State Requirements			Vendor		
Req #	Requirement Description	Criticality	Vendor Response	Delivery Method	Comments
<b>PROJECT MANAGEMENT</b>					
P1.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Yes		
P1.2	Vendor shall provide Project Staff as specified in the RFP.	M	Yes		
P1.3	Vendor shall submit a finalized Work Plan within ten (10) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, milestones/critical events, task dependencies, vendors and state resources required and payment Schedule. The plan shall be updated no less than as needed, upon request by the Department.	M	Yes		
P1.4	Vendor shall provide detailed status reports on the progress of the Project, when requested by the Department, which will include expenses incurred year to date.	M	Yes		
P1.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained on-line as project documentation.	M	Yes		

Initial  
JMPAC

10/7/2025

DELIVERABLES / ACTIVITY / MILESTONES PRICING WORKSHEET				
	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE	PRICE
<b>PLANNING AND PROJECT MANAGEMENT</b>				
1	Conduct Project Kickoff Meeting	Non-Software		
2	Work Plan	Written		
3	Attestation of background check	Written		
4	Project Status Reports	Written		
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written		
6	Information Security Plan (ISP)	Written		
7	Communications and Change Management Plan	Written		
8	Software Configuration Plan	Written		
9	Systems Interface Plan and Design/Capability	Written		
10	Testing Plan	Written		
11	Data Conversion Plan and Design	Written		
12	Deployment Plan	Written		
13	Comprehensive Training Plan and Curriculum	Written		
14	End User Support Plan	Written		
15	Business Continuity Plan	Written		
16	Documentation of Operational Procedures	Written		
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written		
18	Data Protection Impact Assessment (DPIA)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	

Initial  


10/7/2025

Attachment 1

19	Systems Security Plan (SSP) (the SSP shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The SSP shall also delineates responsibilities and expected behavior of all individuals who access the system)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	
20	Disaster Recovery Plan (DRP)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	
<b>INSTALLATION</b>				
21	Provide Software Licenses if needed	Written		
22	Provide Fully Tested Data Conversion Software	Software		
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software		
<b>TESTING</b>				
24	Conduct Integration Testing	Non-Software		
25	Conduct User Acceptance Testing	Non-Software		
26	Perform Production Tests	Non-Software		
27	Test In-Bound and Out-Bound Interfaces	Software		
28	Conduct System Performance (Load/Stress) Testing	Non-Software		
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software		
30	Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) o if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	Mandatory security document. Consult DHHS DISO if you wish to remove as a requirement.	
31	Security Authorization Package	Written		
<b>SYSTEM DEPLOYMENT</b>				

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10/7/2025

Attachment 1

32	Converted Data Loaded into Production Environment	Software		
33	Provide Tools for Backup and Recovery of all Applications and Data	Software		
34	Conduct Training	Non-Software		
35	Cutover to New Software	Non-Software		
36	Provide Documentation	Written		
37	Execute System Security Plan	Non-Software		
<b>OPERATIONS</b>				
38	Ongoing Hosting Support	Non-Software		
39	Ongoing Support & Maintenance	Software		
40	Conduct Project Exit Meeting	Non-Software		
41	Contract End of Life Transition	Non-Software		
				<b>TOTAL</b>

Initial  


10/7/2025