

116 - 6/3/26

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION FOR BEHAVIORAL HEALTH

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 12, 2026

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into a contract with Contingency Management Innovations, LLC (514257), Rindge, NH, in the amount of \$105,450 for a technology-based solution to enhance treatment engagement, accountability, adherence, and retention for individuals with a clinically diagnosed Opioid Use Disorder or Stimulant Use Disorder, with the option to renew for up to four (4) additional years, effective upon Governor and Council approval through September 29, 2027. 100% Federal Funds.

Funds are available in the following accounts for State Fiscal Year 2026 and 2027 and are anticipated to be available in State Fiscal Year 2028, 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.

05-95-92-920510-70400000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG AND ALCOHOL SERVICES, SOR GRANT

Table with 5 columns: State Fiscal Year, Class / Account, Class Title, Job Number, Total Amount. Rows include years 2026, 2027, 2027, 2028 and a Total row.

EXPLANATION

The purpose of this request is to implement a secure, technology-based solution that increases efficiencies and strengthens treatment engagement, accountability, adherence, and retention for individuals diagnosed with Opioid Use Disorder or Stimulant Use Disorder.

Approximately 100 individuals will be served annually.

Motivational incentives are an established clinical approach known to improve patient retention, engagement, abstinence, and overall recovery outcomes. (Addiction Technology

Transfer Center Network: Contingency Management Part 1: An Evidence-Based Approach to Positive Change.)

The Contractor will supply a secure platform capable of receiving, storing, transmitting, managing, tracking, and reporting program data in full compliance with Department privacy and security standards. The Contractor will work with the Department and participating providers to configure the system to meet operational needs and to support transparent, outcome-driven program oversight.

Developed in collaboration with the National Institutes of Health, RTI International Research Institute, and other partners, the Contractor's solution will provide the Department and its provider network with the infrastructure necessary to deliver recovery enhancement programs consistently and in compliance with all federal, state, and Department requirements. This technology supports more effective, scalable, and patient-centered treatment strategies that contribute to stronger long-term recovery outcomes.

The solution streamlines provider workflows by automating progress, tracking and reducing administrative tasks, resulting in more efficient use of Department-funded services. By delivering timely, structured feedback aligned with treatment expectations, the system improves adherence to provider-established plans and supports more reliable participation in care. Higher engagement reduces the likelihood of relapse and other costly impacts on public systems.

The Department will monitor services through regularly scheduled meetings and the review of ongoing project status reports and quarterly reporting for server uptime and other functional items.

The Department selected the Contractor through a competitive bid process using a Request for Proposals (RFP) that was posted on the Department's website from November 12, 2025, through December 29, 2025. The Department received three (3) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

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

Should the Governor and Council not authorize this request, providers may struggle with manual tracking and incentive distribution, which is time-consuming and prone to errors. This inefficiency can lead to delays in reinforcing positive behaviors, an essential component of contingency management, weakening its effectiveness and resulting in lower adherence to treatment plans, higher relapse rates, and increased long-term costs for the state due to repeated treatment episodes and associated healthcare expenses

Area served: Statewide.

Source of Federal Funds: Assistance Listing Number 93.788, FAIN H79TI087843.

Respectfully submitted,



For:

Lori A. Weaver
Commissioner

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

Project ID # RFP-2026-DBH-03-TECHN

Project Title Technology-based Solution to Enhance Treatment Engagement, Accountability, Adherence, and Retention

	Maximum Points Available	Brittany Pelletier Document Studio, LLC	Concourse Tech Inc	Contingency Management Innovations LLC
Technical				
Proposed Software Solution	270	100	200	260
Vendor's Technical, Service and Project Management Experience - <i>Includes Work Plan/Project Plan and Service Methodology</i>	200	50	125	190
Vendor Company	50	10	15	50
Staffing Qualifications	150	50	25	140
Mobile Application Functionality	15	N/A	N/A	N/A
Mobile Application Usability	15	N/A	N/A	N/A
Subtotal - Technical	700	210	365	640
If a Vendor fails to achieve the minimum Technical score of 450, as stated within the RFP, it will receive no further consideration from the evaluation team and the Vendor's Cost Proposal will remain unopened.				
Cost				
REQUIRED SERVICES - Price Proposal Potential Maximum Points	270	N/A	N/A	270
PREFERRED SERVICES, Mobile Application - Price	30	N/A	N/A	N/A
Subtotal - Cost	300	N/A	N/A	270
TOTAL POINTS	1000	210	365	910
TOTAL PROPOSED VENDOR COST (Required Services)		N/A	N/A	\$105,450
TOTAL PROPOSED VENDOR COST (Preferred Services)		N/A	N/A	N/A

Reviewer Name

1	Melissa Girard
2	Alicia Manion
3	Rumyana Radzhova
4	Adam Burch
5	Jennifer Olson
6	CJ Jewkes

Title

SOR Finance Manager
SOR Project Coordinator
BDAS Clinical Services Specialist
DPHS Section Administrator
DHHS, OCOM, Information Technology Manager
DOIT, Business Relationship Management Division, IT Lead



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

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



Denis Goulet, *Commissioner*

May 1, 2026

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

Dear Commissioner Weaver:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Contingency Management Innovations, LLC, as described below and referenced as DoIT No. 2025-062.

The purpose of this request is to provide for a technology-based solution to enhance treatment engagement, accountability, adherence, and retention for individuals with a clinically diagnosed Opioid Use Disorder or Stimulant Use Disorder.

The Total Price Limitation shall be \$105,450, effective upon Governor and Council approval through September 29, 2027.

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

Sincerely,

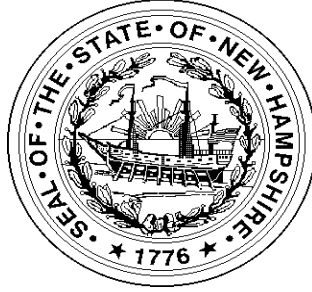
A handwritten signature in black ink that reads "Denis Goulet". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Denis Goulet

DG/jd
DoIT #2025-062

cc: Ken Gagne, IT Manager, DoIT

STATE OF NEW HAMPSHIRE
Division for Behavioral Health
DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
Accountability, Adherence, and Retention
AGREEMENT



State of New Hampshire

Division for Behavioral Health

Technology-based Solution to Enhance Treatment Engagement, Accountability,
Adherence, and Retention

RFP-2026-DBH-03-TECHN-01 – DoIT #2025-062

Version 7.0 2/2025

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Contractor Initials:

Date: 5/8/2026

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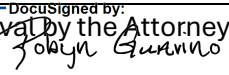
FORM NUMBER P-37 (VERSION 2/23/2023)

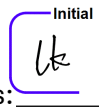
NOTICE: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Contingency Management Innovations, LLC		1.4. Contractor Address 134 Birch Drive, Rindge, NH, 03461	
1.5. Contractor Phone Number 646-660-2151	1.6. Account Unit and Class TBD	1.7. Completion Date 09/29/2027	1.8. Price Limitation \$105,450
1.9. Contracting Officer for State Robert W. Moore, Director		1.10. State Agency Telephone Number 603-271-9631	
1.11. Contractor Signature Date: 5/8/2026		1.12. Name and Title of Contractor Signatory Larry Klimczyk Chief Commercial Officer	
1.13. State Agency Signature Date: 5/8/2026		1.14. Name and Title of State Agency Signatory Katja S. Fox Director	
1.15. Approval by the NH Department of Administration, Division of Personnel (<i>if applicable</i>) Director: Date:			
1.16. Approval by the Attorney General (Form, Substance and Execution) (<i>if applicable</i>) By:  Date: 5/14/2026			
1.17. Approval by the Governor and Executive Council (<i>if applicable</i>) G&C item number: G&C meeting date:			

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 Contractor Initials: 
 Date: 5/8/2026

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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

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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 NH 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 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.

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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.

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. 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.

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

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

8.2. 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

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 days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State’s discretion, deliver to the Contracting Officer, not later than fifteen (15) 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)

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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 NH 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 relating to this

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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 New Hampshire 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 NH RSA chapter 281-A (“Workers’ Compensation”).

15.2. To the extent the Contractor is subject to the requirements of NH 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 NH 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

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25. SEVERABILITY

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

26. ENTIRE AGREEMENT

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

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EXHIBIT A – SPECIAL PROVISIONS

EXHIBIT A - SPECIAL PROVISIONS

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

1. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3., in its entirety and replacing it as follows:

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) 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.

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

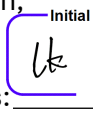
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, RSA 151:21 Patients' 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.

3. Provision 9, Termination, Section 9.2 is deleted and replaced with the following:

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

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

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EXHIBIT A – SPECIAL PROVISIONS

- 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 Data until directed by the State, which includes 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. Implement an orderly return of State Data in a CSV (Comma-separated values) or another mutually agreeable format at a time agreed to by the parties;
- g. Work with the State to develop a Services and Data Transition Plan per the “Contract End-of-Life Transition” requirements within this Contract; and

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

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

4. Provision 10, Data/Access/Confidentiality/Preservation, 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 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. The Contractor shall not use the Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Agreement, except as directly connected to and necessary for the performance of the Agreement. Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively “release”), all Confidential Information.

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

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

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- a. shall have otherwise become publicly available other than as a result of disclosure by the receiving Party in breach hereof;
- b. 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;
- c. 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.

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.

6. Provision 12, Assignment/Delegation/Subcontracts, is amended 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, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability

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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.

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

27. FORCE MAJEURE

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

28. 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 absolute discretion.
- 28.3 Hardware that transmits information or has a user interface, such as display screens, variable message signs, and kiosks, must comply with ICT Accessibility Standards and Guideless, Chapter 4: Hardware.

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

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.

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The State intends to use, whenever possible, existing Software and hardware contracts to acquire supporting Software and hardware.

31. PROHIBITED TECHNOLOGIES

The Contractor must not use equipment or services on the [Prohibited Technologies List](#)

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:

- 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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EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

EXHIBIT B – STATEMENT OF WORK (SOW) BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

The Statement of Work, Business and Technical Requirements, and Deliverables are set forth below:

1. STATEMENT OF WORK

1.1. The Contractor must provide a clinically-informed, protocol-driven, web- and browser-based State Incentive Management System (SIMS). SIMS must enhance treatment engagement, accountability, adherence, and retention for individuals with a clinically diagnosed opioid use disorder (OUD) or stimulant use disorder (StimUD) who are participating in the State-approved Recovery Enhancement Program (REP) in conjunction with outpatient substance use disorder treatment services. The Contractor must ensure the SIMS provides the following services and/or features:

1.1.1. Adheres to all applicable state and federal laws, regulations, rules, policies, procedures and agreements, including, but not limited to:

1.1.1.1. NH RSA 172:8-a, New Hampshire Substance Use Disorder Services System, Confidentiality of Client Records;

1.1.1.2. NH RSA 318-B:12, Controlled Drug Act, Records to be Kept; Confidentiality; and

1.1.1.3. Health Insurance Portability and Accountability Act (HIPAA) 45 CFR 160, 162, and 164, and 42 CFR Part 2.

1.1.1.4. Terms and conditions approved by the Substance Abuse and Mental Health Services Administration (SAMHSA) State Opioid Response (SOR) Grant Standards and associated SOR program policies, identified in Section 2.4. Compliance Requirements, as applicable.


1.1.2. Securely receives, stores, uses, transmits, manages, monitors, tracks, processes, analyzes, and reports REP data in accordance with Appendix I: Exhibit E: DHHS Information Security Requirements and Exhibit F: DHHS Business Associate Agreement. REP data includes:

1.1.2.1. Provider information including location, National Provider Identifier, and contact information.

1.1.2.2. Participant information including name, client identification number, contact information, and enrollment status.

1.1.2.3. Appointment information including date, location, attendance, and test results.

1.1.2.4. Incentive information including, but not limited to, number of incentives disbursed, calculated incentive amount for date of

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service, disbursed incentive for date of service, and cumulative
disbursed incentive amounts per Participant.

- 1.1.3. Ensures only authorized individuals, including State personnel, REP providers, and program Participants have system access. The Contractor must ensure the SIMS employs encryption at rest and in transit; role-based access controls (RBAC) that restricts user access by user role, organization, site, and function; audit logging; and least-privileged access to ensure regulatory compliance, including time-stamped and auditable access and actions.
- 1.1.4. Is user-friendly, responsive, and scalable on different screen sizes; is compatible on different operating systems and web browsers; is accessible and adaptive for users with different abilities; and has clear structure, navigation, and page names. The Contractor must ensure the interface is optimized for multiple screen sizes, supports accessibility best practices, and provides clear navigation, consistent page structure, and streamlined workflows to minimize administrative burden. The Contractor must ensure the SIMS is accessible consistent with WCAG 2.1 Level AA requirements, included in Table B-2.2.7 Information Technology Accessibility Requirements.
- 1.1.5. Is configurable to meet State-identified and approved REP requirements, without code redevelopment, including, but not limited to, establishing user profiles, roles and permissions; program enrollment, duration, completion, and discharge protocol(s); incentive trigger(s), type(s), value(s), permissions and restrictions, delivery mechanism(s) distribution frequency(ies), and is scalable to meet evolving State legal requirements, procedures, policies, and other needs.
- 1.1.6. Provider management that allows for State-approved personnel to set up site profiles for individual providers; establish credentials for individual providers; establish individual credentials for multiple users in a single provider site; establish credentials for associate providers and their personnel that are affiliated with established providers; and provide each user type with their own RBAC system restrictions. The Contractor's Provider Management features must be scalable to meet the State's growing Provider needs.
- 1.1.7. Participant management that allows for State-approved providers to register Participants for and provide or revoke Participants access to the SIMS; attest to Medicaid eligibility for each Participant; upload, store, and retrieve Participant consent forms; restrict duplication of records (EMPI or equivalent); monitor Participant data; and transfer Participants from one provider to another. The Contractor must ensure Participant Management is scalable to meet the State's growing needs.
- 1.1.8. Incentive management with the ability to manage, monitor, track, process, and automatically calculate and distribute State-approved

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incentives to Participants based on verified achievement of treatment outcomes and the State’s contingency management protocol, as developed and/or amended. The Contractor must ensure incentive Management can be modified as deemed necessary by the State and all incentive logic is enforced systematically, logged in real time, and auditable by State-approved personnel. The Contractor must ensure the SIMS can be configured to:

- 1.1.8.1. Execute prize-based incentive draws triggered by verified negative Rapid Point of Care Testing (RPOCT) results;
- 1.1.8.2. Enforce escalating draw counts for consecutive negative results, as described in Section 1.9
- 1.1.8.3. Reset draw counts following positive RPOCT results;
- 1.1.8.4. Enforce maximum draws per visit and per 12-week REP cycle, as described in Section 1.9; and
- 1.1.8.5. Digitally manage prize categories, values, availability counts, and draw probabilities.

1.1.9. Data management that supports User Query and extraction of data in standard formats (e.g., CSV or Excel) for use by State-approved personnel and providers in accordance with their RBAC, including, but not limited to, a dashboard that displays key performance indicators and other State-approved metrics, as defined in Section 1.2, in a consolidated and user-friendly manner and the ability to create custom queries; download, view, and manipulate data; allow approved State-personnel access to raw data; create custom program-, provider-, Participant-, and incentive-based reports. The Contractor must ensure full traceability of participant and administrative activity, ensuring each data point is:

- 1.1.9.1. Time-stamped and user-attributed;
- 1.1.9.2. Logged in a centralized audit trail for compliance reviews; and
- 1.1.9.3. Monitored for anomalies or overrides to support fraud prevention and transparency.

1.2. The Contractor must collaborate with the State to develop and refine key performance indicators (KPIs). The Contractor must ensure KPIs are available in real-time to the State and are used to continuously optimize program effectiveness, including,:

- 1.2.1. Enrollment and retention rates.
- 1.2.2. Visit completion rates.
- 1.2.3. Negative RPOCT rates.
- 1.2.4. Incentive utilization patterns.
- 1.2.5. Time-to-reward delivery.
- 1.2.6. Program fidelity metrics.

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- 1.2.7. Fraud and anomaly indicators.
- 1.3. The Contractor must collaborate with the State and State-identified stakeholders on SIMS configuration design, implementation, deployment, and updates, as appropriate. Stakeholders include, but are not limited to, REP Providers and the Doorways.
- 1.4. The Contractor must deliver, configure, integrate, support and otherwise provide and make fully operational the SIMS and any applicable software, on or prior to the applicable Milestone Date, as indicated on the Contractor’s Exhibit C, Price and Payment Schedule, in accordance with the criteria set forth in this Statement of Work and the Work Plan, as described in Section 8.
- 1.5. The Contractor must ensure program logic, reporting metrics, incentive parameters, and access permissions may be modified without software redevelopment, enabling rapid alignment with evolving State requirements.
- 1.6. The Contractor must ensure all configuration changes can be implemented without system downtime and are fully auditable.
- 1.7. The Contractor must:
 - 1.7.1. Provide field configurations to meet several individual asset areas, as defined and requested by the State. Field configurations may include, but are not limited to:
 - 1.7.1.1. User profiles, roles, and permissions.
 - 1.7.1.2. Program enrollment, duration, completion, discharge, and re-enrollment.
 - 1.7.1.3. Incentive triggers, values, escalation, reset logic, and caps.
 - 1.7.1.4. Incentive delivery mechanisms and distribution frequency.
 - 1.7.2. Set-up and provide access to information for administrative accounts and different security access levels for various users in accordance with an integrated RBAC system.
 - 1.7.3. Perform the necessary testing to provide secure access and proper functionality.
 - 1.7.4. The Contractor will be responsible for ensuring the relevant operating environment is set up and in working order to allow delivery of the Software on or prior to the applicable Milestone Date, in Section 3, below. The Contractor must provide the State with such notice as is specified in the Work Plan, prior to delivery of the Software, to give the State sufficient time to prepare for delivery of the Software.
- 1.8. The Contractor must ensure all parameters of the SIMS are enforced through configurable system logic to ensure fidelity to the State-approved, Recovery Enhancement Program Model. This REP Model includes:

- 1.8.1. 12-week REP program cycles;

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- 1.8.2. Twice weekly treatment sessions;
 - 1.8.3. Rapid Point of Care Testing verification for each treatment session;
 - 1.8.4. Prize-based incentives for negative test results;
 - 1.8.5. Escalation and reset logic for incentives based on negative and positive test results, respectively; and
 - 1.8.6. Participation being contingent on a Participant not having successfully complete a REP program cycle in the previous 12 months.
- 1.9. The State-approved REP Model is as follows, and may be modified from time to time by the State as best practices in the REP industry evolve, and as otherwise needed by the State:
- 1.9.1. REP is implemented in 12-week cycles.
 - 1.9.2. Participants will meet with their treatment provider twice weekly for treatment sessions.
 - 1.9.3. Only one (1) substance, either opioid or stimulant, is targeted for reduction during each REP cycle.
 - 1.9.4. Verification of targeted behavior change is through administration, collection, and analysis of specimens utilizing an RPOCT administered to the Participant by their treatment provider during each treatment session.
 - 1.9.5. Participants earn the ability to draw one (1) incentive slip (draws) for the first negative RPOCT result.
 - 1.9.6. Incentives are categorized, valued, and available as follows:

Incentive Category	Monetary Value	Number of Available Incentives
Positive Affirmation	\$0	250
Small	\$5	209
Large	\$20	40
Jumbo	\$100	1
Total number of available incentives		500

- 1.9.7. Incentive draws increase by one (1) for each consecutive negative RPOCT result, with a maximum number of eight (8) earned draws per visit when a Participant has consistent negative RPOCT results, for the remaining 12 weeks, with a total of 164 possible draws per Participant, per 12-week REP cycle.
- 1.9.8. Participants do not earn a draw when their RPOCT result is positive for the targeted substance and that draws for that Participant are reset back to one (1) for the next negative RPOCT result.

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1.9.9. Participation in the full 12-week REP cycle is available to eligible individuals once per 12-month period. Participants who do not complete the full 12-week REP cycle are eligible to re-enroll in the REP within the 12-month period.

2. BUSINESS / TECHNICAL REQUIREMENTS

2.1. Technical Requirements

Table B-2.2 Technical Requirements

Criticality (M) is Mandatory; (P) Indicates a requirement which is Preferred.

Table B-2.1.1 Prohibited Technologies

Req #	State Requirement Description	Criticality
PT1	No equipment or services on the State of New Hampshire's Prohibited Technologies List found here: Prohibited Technologies List .	M

Table B-2.1.2 Security Compliance Requirements


Req #	State Requirement Description	Criticality
T1.2	Comply With Moderate level controls as defined by NIST Special Publication 800-53 Revision 5, Security and Privacy Controls for Information Systems and Organizations - BaseLine Plus SP 800-53 Rev. 5, Security and Privacy Controls for Information Systems and Organizations CSRC (nist.gov)	M

Table B-2.1.3 Other Certifications in Lieu of GovRAMP

Req #	State Requirement Description	Criticality
T3.1	The Contractor shall initiate and provide a FedRAMP Authorized certification within 24 months of the effective date of a resulting contract. FedRAMP Authorized https://www.fedramp.gov/How to Become FedRAMP Authorized FedRAMP.gov	M
T3.2	HITRUST (HITRUST is common for Health Care related products and services.) HITRUST Alliance Information Risk Management and Compliance	M

Table B-2.1.4 Hosted Platform

Req #	State Requirement Description	Criticality

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T4.1	<p>The following Hosting Platforms are FedRAMP/GovRAMP Authorized and are pre-approved to host any SaaS or other Software Product for Confidential Data. Confidential Data will require additional State Security Review, if PHI is involved a BAA with the Hosting Platform will be required.</p> <ul style="list-style-type: none"> • AWS US East/West • AWS GOV CLOUD • AZURE Commercial Cloud • AZURE Government (Includes Dynamics 365) • GOOGLE Services (Cloud Platform Products and Underlying Infrastructure) • ORACLE Government Cloud – Common Controls • ORACLE Federal Managed Cloud Services 	M
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Table B-2.1.5 Individual Agency Compliance Requirements (examples listed below)


Req #	State Requirement Description	Criticality
T5.1	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
T5.2	Web-based compatible and in conformance with the following W3C standards: HTML5, CSS 2.1, XML 1.1	M
T5.3	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
T5.4	All components of the Software shall be reviewed and tested to ensure they protect the Department and State’s web site and its related Data assets.	M
T5.5	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
T5.6	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
T5.7	For web applications, ensure the application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)).	M
T5.8	Prior to the System being moved into production, the Contractor shall provide results of all security testing to the State and the Department of Information Technology for review and acceptance.	M
T5.9	Contractor shall provide documented procedure for migrating application modifications from the User Acceptance Test Environment to the Production Environment.	M

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SLA-5	The State shall have unlimited access, via phone or Email, to the Contractor technical support staff between the hours of 8:00 AM to 6:00 PM, Monday through Friday EST.	M
SLA-6	Contractor shall conform to the specific deficiency class as described below or as agreed to by the parties: <ul style="list-style-type: none"> • Class A Deficiency – Software - Critical, does not allow System to operate, no work around, demands immediate action; Written Documentation - missing significant portions of information or unintelligible to State; Non-Software - Services were inadequate and require re-performance of the Service. • Class B Deficiency – Software - important, does not stop operation and/or there is a work around and user can perform tasks; Written Documentation - portions of information are missing but not enough to make the document unintelligible; Non-Software - Services were deficient, require reworking, but do not require re-performance of the Service. • Class C Deficiency – Software - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; Written Documentation - minimal changes required and of minor editing nature; Non-Software - Services require only minor reworking and do not require re-performance of the Service. 	M
SLA-7	As part of the maintenance agreement, ongoing support issues shall be responded to according to the following: <ul style="list-style-type: none"> • Class A Deficiency – Contractor shall have available to the State on-call telephone assistance, with issue tracking available to the State, eight (8) hours per day and five (5) days a week with an email / telephone response within two (2) hours of request; or the Contractor shall provide support onsite or with remote diagnostic Services, within four (4) business hours of a request; • Class B & C Deficiency – 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; Contractor shall repair or replace Software, and provide maintenance of the Software in accordance with the Specifications, Terms and Requirements of the Contract. 	M
SLA-8	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
SLA-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
SLA-10	If Contractor is unable to meet the uptime requirement of 99.9%, Contractor 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

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SLA-11	Contractor shall use a change management policy for notification and tracking of change requests as well as critical outages.	M
SLA-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
SLA-13	Contractor 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
SLA-14	Contractor 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
SLA-15	Contractor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.	M
SLA-16	For all maintenance Services calls, Contractor shall ensure the following information will be collected and maintained: 1. Nature of the Deficiency. 2. 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.	M
SLA-17	Contractor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1. Mean time between reported Deficiencies with the Software. 2. Diagnosis of the root cause of the problem. 3. Identification of repeat calls or repeat Software problems.	M

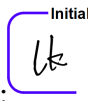
2.3. Compliance Requirements

2.3.1. State Opioid Response (SOR) Grant Standards

2.3.1.1. The Contractor must ensure they, and any provider which referrals are made to:

2.3.1.1.1. Only provide and/or prescribe medications for Opioid Use Disorder (OUD), as clinically appropriate, that are approved by the Food and Drug Administration;

2.3.1.1.2. Only provide medical withdrawal management services to individuals supported by SOR grant funds if the withdrawal management services are accompanied by the use of


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- injectable extended-release naltrexone, as clinically appropriate;
- 2.3.1.1.3. Ensure staff trained in Presumptive Eligibility for Medicaid are available to assist individuals with public or private health insurance enrollment; and
- 2.3.1.1.4. Comply with 42 CFR Part 2 as applicable and related to any referrals and provider services.
- 2.3.1.2. The Contractor must ensure individuals receiving services, rendered from SOR funds, have a documented history or current diagnoses of Opioid Use Disorder or Stimulant Use Disorders (OUD/StimUD) or are at risk for such.
- 2.3.1.3. The Contractor must ensure that SOR grant funds are not used to purchase, prescribe, or provide cannabis or for providing treatment using cannabis. The Contractor must ensure:
- 2.3.1.3.1. Treatment in this context includes the treatment of OUD/StimUD;
- 2.3.1.3.2. Grant funds are not provided to any individual or organization that provides or permits cannabis use for the purposes of treating substance use or mental health disorders; and
- 2.3.1.3.3. This cannabis restriction applies to all subcontracts and Memorandums of Understanding that receive SOR funding.
- 2.3.1.4. The Contractor must utilize SOR funding, as needed, to ensure Naloxone kits are available to individuals receiving services through this Agreement.
- 2.3.1.5. If the Contractor intends to distribute test strips, the Contractor must provide a test strip utilization plan to the State for approval prior to implementation. The Contractor must ensure the utilization plan includes, but is not limited to:
- 2.3.1.5.1. Internal policies for the distribution of test strips;
- 2.3.1.5.2. Distribution methods and frequency; and
- 2.3.1.5.3. Other key data as requested by the State.
- 2.3.1.6. The Contractor must provide services to eligible individuals who:
- 2.3.1.6.1. Receive MSUD services from other providers, including the individual's primary care provider;
- 2.3.1.6.2. Have co-occurring substance use and mental health disorders; or
- 2.3.1.6.3. Are on medications and are taking those medications as prescribed regardless of the class of medication.

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- 2.3.1.7. The Contractor must ensure individuals who refuse to consent to information sharing with the Doorways do not receive services utilizing SOR funding.
- 2.3.1.8. The Contractor must ensure individuals who rescind consent to information sharing with the Doorways do not receive any additional services utilizing SOR funding.
- 2.3.1.9. The Contractor must collaborate with the State and other SOR funded Contractors, as requested and directed by the State, to improve SUPRT data collection.


3. ACTIVITY, DELIVERABLE, AND MILESTONE

	DELIVERABLE, ACTIVITY, OR MILESTONE	DELIVERABLE TYPE	PROJECTED DELIVERY DATE
PLANNING AND PROJECT MANAGEMENT			
1	Conduct Project Kickoff Meeting	Non-Software	Week 1
2	Work Plan	Written	Week 1
3	Attestation of background check	Written	Week 1
4	Project Status Reports	Written	Ongoing
5	Infrastructure Plan, including Desktop and Network Configuration Requirements	Written	Week 1
6	Information Security Plan (ISP)	Written	Week 1
7	Communications and Change Management Plan	Written	Week 1
8	Software Configuration Plan	Written	Week 2
9	Systems Interface Plan and Design/Capability	Written	Week 1
10	Testing Plan	Written	Week 1
11	Data Conversion Plan and Design	Written	Week 2
12	Deployment Plan	Written	Week 2
13	Comprehensive Training Plan and Curriculum	Written	Week 3
14	End User Support Plan	Written	Week 3
15	Business Continuity Plan	Written	Week 3
16	Documentation of Operational Procedures	Written	Week 3
17	Bring Your Own Device (BYOD) Security Plan (if applicable)	Written	Week 2
18	Data Protection Impact Assessment (DPIA)	Written	Week 4
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 delineate responsibilities and expected behavior of all individuals who access the system)	Written	Week 4

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20	Disaster Recovery Plan (DRP)	Written	Week 4
INSTALLATION			
21	Provide Software Licenses if needed	Written	Week 3
22	Provide Fully Tested Data Conversion Software	Software	Week 3
23	Provide Software Installed, Configured, and Operational to Satisfy State Requirements	Software	Week 4
TESTING			
24	Conduct Integration Testing	Non-Software	Week 3
25	Conduct User Acceptance Testing	Non-Software	Week 3
26	Perform Production Tests	Non-Software	Week 3
27	Test In-Bound and Out-Bound Interfaces	Software	Week 3
28	Conduct System Performance (Load/Stress) Testing	Non-Software	Week 3
29	Certification of 3rd Party Pen Testing and Application Vulnerability Scanning.	Non-Software	Week 3
30	Security Risk Assessment (SRA) Report - if PII is part of the Contract, the SRA shall include a Privacy Impact Assessment (PIA) - if BYOD (if personal devices have been approved by DHHS Information Security to use, then the SRA shall include a BYOD section)	Written	Week 4
31	Security Authorization Package	Written	Week 4
SYSTEM DEPLOYMENT			
32	Converted Data Loaded into Production Environment	Software	Week 3
33	Provide Tools for Backup and Recovery of all Applications and Data	Software	Week 3
34	Conduct Training	Non-Software	Week 4
35	Cutover to New Software	Non-Software	Week 4
36	Provide Documentation	Written	Week 4
37	Execute System Security Plan	Non-Software	Week 4
OPERATIONS			
38	Ongoing Hosting Support	Non-Software	Ongoing
39	Ongoing Support & Maintenance	Software	Ongoing
40	Conduct Project Exit Meeting	Non-Software	TBD

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41	Contract End of Life Transition	Non-Software	TBD
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4. DELIVERABLE REVIEW AND ACCEPTANCE

4.1. Non-Software and Written Deliverables Review and Acceptance

The Contractor shall 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 15 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 15 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 shall correct the Deficiency or resolve the condition to Acceptance within the period identified in the Work Plan. If no period for the Contractor’s correction of the Deliverable or resolution of condition is identified, the Contractor shall 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 15business 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 ten (10) 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.

4.2. Software Deliverables Review and Acceptance


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.

4.3. Number of Deliverables

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.

4.4. Conditional and Unconditional Acceptance

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

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all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

5. CHANGE ORDER

The State may make changes, revisions or request enhancements to the Scope of Work at any time by written Change Order. The State originated changes, revisions or enhancements shall be approved by the NH Department of Information Technology and State Agency. Within 15 business days of Contractor’s receipt of a Change Order, Contractor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, and the Work Plan.

Contractor may propose a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, and the Work Plan. The State shall acknowledge receipt of Contractor’s requested Change Order within five (5) business days. The State Agency, as well as the Department of Information Technology, must review and approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the Parties are unable to reach an agreement in writing within 30 days of receipt of the Change Order.

Change Orders resulting in an increase of Price Limitation, an extension of time for Contract completion or a significant change to the scope of the Contract may require approval by the Governor and Council.

A Change Order which is accepted and executed by both Parties, and if applicable approved by Governor and Council, shall amend the terms of this Agreement.

6. IMPLEMENTATION SERVICES

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

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

The Contractor and the State shall adopt a Change Management approach to identify and plan key strategies, communication initiatives, and training plans.

7. PROJECT MANAGEMENT

7.1. Project Management Outline

The Contractor may provide project tracking tools and templates to record and manage issues, risks, change requests, requirements, and other documents used in the management and tracking of the project, as approved by the State. The State believes that effective communication and reporting are essential to Project success. The Contractor shall employ effective communication and Reporting strategies to ensure Project success. The Contractor Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

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The Project requires the coordinated efforts of a Project Team consisting of both Contractor and State Agency personnel. Contractor shall provide all necessary resources to perform its obligations under the Contract. Contractor is responsible for providing all appropriate resources and personnel to manage this Project to a successful completion.

7.2. Background Checks

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.

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.

The State may, at its sole expense, conduct reference and screening of the Contractor Project Manager and the Contractor Key Project Staff.

The State may, at its sole expense, conduct reference and background screening of the Contractor's Project Manager and Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement.

The Contractor shall be responsible for knowledge transfer between all Contractor project teams for all deliverables defined in this Agreement.

7.3. The Contractor Key Project Staff

The Contractor's Contract Manager

Contractor shall 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. Contractor's Contract Manager is:

Larry Klimczyk, Chief Commercial Officer
970 393 2275
larry@contingency-management.com

The Contractor's Project Manager

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Contractor shall assign a Project Manager who is qualified to perform or supervise the Contractor’s obligations under this Agreement. Contractor’s Project Manager is:

Susanne Keen, Sr. Director of Program Management
513 227 5521
susanne@contingency-management.com

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

Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Contractor’s representative for all administrative and management matters. The Project Manager, or authorized proxy, must be available to promptly respond during normal Business Hours within four (4) hours of each inquiry from the State and be at the site as needed. The Project Manager must ensure proxy representatives are communicated directly to the State Contract Manager, in advance, if possible. Project Manager must work diligently and use their best efforts on the Project.

Change of Project Manager

Contractor may not replace the Project Manager or change its assignment of Project Manager without providing the State written notice and obtaining the prior approval of the State of the replacement Project Manager. State approvals for replacement of Project Manager shall not be unreasonably withheld. The replacement Project Manager is subject to the same requirements and Review as set forth above. Contractor shall assign a replacement Project Manager within ten (10) business days of the departure of the prior Project Manager, and Contractor shall continue during the ten (10) business day period to provide competent project management Services through a qualified interim Project Manager.

The Contractors Additional Key Project Staff

The State considers the following individuals to be Key Project Staff for this Project:

Training & Customer Service Manager:

Jorge Arrieta, Director of Services
602 501 1074
jorge@contingency-management.com

Software Development Lead

Thomas Keen, Chief Technology Officer
512 312 3249
tom@contingency-management.com

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Data Analytics Lead

Dorys Gallardo Castaneda

615 282 7635

dorys.gallardo@contingency-management.com

The State reserves the right to require removal or reassignment of Key Project Staff who are found unacceptable to the State. Contractor shall not change Key Project Staff commitments without providing the State written notice and obtaining the prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld. The replacement Key Project Staff shall have comparable or greater skills than Key Project Staff being replaced.

Termination for Lack of Project Management and Key Project Staff

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

7.4. The State Key Project Staff

The State Contract Manager

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

Jennifer Sabin, State Opioid Response Director

603-545-2225

Jennifer.A.Sabin@dhhs.nh.gov

The State Project Manager

The State shall assign a Project Manager. The State's Project Manager is:

Jennifer Sabin, State Opioid Response Director

603-545-2225

Jennifer.A.Sabin@dhhs.nh.gov

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.

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- f. Review and approval of Change Orders.
- g. Managing stakeholders' concerns.

8. WORK PLAN

The Contractor's Project Manager and the State Project manager shall finalize the Work 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 Plan is a joint effort on the part of the Contractor and State Project Managers. The 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.

Any modification to the Work Plan must be reviewed and approved by the State before implementation.

9. ACCEPTANCE & TESTING SERVICES

The Contractor must support the State and New Hampshire Department of Information Technology (DoIT) to test and use the software solution. User acceptance testing signoff by the State must occur before go-live.

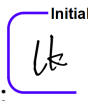
The Contractor shall bear all responsibilities for the full suite of Test Planning and preparation throughout the Project. The Contractor will also provide training as necessary to the State and DoIT staff responsible for test activities. The Contractor shall be responsible for all aspects of testing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

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

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

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

End-to-End Testing Methodology

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The Contractor must utilize a hybrid Agile implementation and testing methodology, with activities that focus on validating State-specific configurations and workflows. Testing phases must include:

- a. Configuration Validation Testing;
- b. Unit testing that is enforced in the application development process and monitored by SonarQube for Design / Tech Debt analysis, Unit Test Coverage analysis, and OWASP Top 10 analysis;
- c. System Integration Testing (SIT);
- d. Security and Access Control Testing;
- e. Regression Testing;
- f. User Acceptance Testing (UAT); and
- g. Acceptance and Go-live Approval.

The Contractor must ensure testing covers all areas including functional, configuration, security, and acceptance testing.

The Contractor must provide all testing tools required to support testing and acceptance activities for the Project, including:

- a. A dedicated SIMS Quality Assurance (QA) testing environment that mirrors the production system and supports validation of State-specific configurations and workflows;
- b. A centralized defect and issue tracking system to document, manage, and resolve suspected defects identified during testing and acceptance; and
- c. Structured test case and scenario documentation to guide testing activities and ensure consistent execution across functional areas.

The following table outlines the respective roles and responsibilities of the Contractor and the State throughout the testing life cycle:

Phase	Contractor Role / Responsibility	State Role / Responsibility	Tools	Timeframe
Management of the Testing Process	Overall testing coordination, schedule management, issue prioritization, status reporting	Oversight, milestone review, escalation as needed	Project plans, status reports, shared workspace	Throughout testing
Test Planning	Develop test strategy, test plan, entry/exit criteria	Review and approve test approach	Test plan documentation	Weeks 1–2
Test Scenario Development	Develop test cases and scripts aligned to REP workflows	Review and validate business scenarios	Test case templates	Weeks 2–3

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Data Preparation	Configure mock/test data in QA environment	Validate data accuracy and business relevance	SIMS QA environment	Weeks 2–3
System Preparation	Configure system, roles, REP logic, and QA environment	Confirm readiness for testing	SIMS QA environment	Weeks 2–3
Unit Testing	Execute Contractor-led component testing and configuration validation	Involvement not required	SonarQube	Weeks 3–4
System Integration Testing	Execute end-to-end workflow testing	Participate as subject matter experts	SIMS QA environment	Weeks 3–4
Defect Tracking	Log, triage, prioritize, resolve defects	Review, verify fixes, approve closure	Defect tracking system, reports	Throughout testing
Other (User Acceptance Testing)	Support UAT execution, resolve defects, provide guidance	Execute UAT and approve acceptance	SIMS QAenvironment, test scripts	Weeks 4–5

10. MAINTENANCE, OPERATIONS AND SUPPORT

10.1. System Maintenance


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

10.2. System Support

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.

Ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the following:

- a. The Contractor must provide telephone support Monday through Friday 8 am to 6 pm ET and utilize a tiered support escalation process as follows:
 - i. Tier 1 – Help Desk Support: Handles login issues, general usage questions, basic troubleshooting, system navigation, and facilitation of questions to other parties.
 - ii. Tier 2 – SIMS Program Liaison: Escalated support is provided by a dedicated SIMS Program Liaison – a highly experienced subject matter expert with

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deep, hands-on knowledge of Contingency Management principles, clinical workflows, and platform operations. The Program Liaison ensures smooth onboarding, rapid issue resolution, and ongoing fidelity to program goals - without requiring engineering intervention.

- iii. Tier 3 – Engineering and Development: Reserved for software bugs, data-level corrections, or system enhancements requiring developer support.
- b. The Contractor must ensure the State has direct access to Tier 2 and Tier 3 personnel.
- c. The Contractor must ensure all support requests are logged, tracked by category and urgency, and resolved in a timely manner while meeting or exceeding the 99.9% uptime requirement established in Section 2.3, “Service Level Agreement,” SLA – 10, above.
- d. The Contractor must provide a Service Desk portal, which shall be available online seven (7) days per week, 24 hours per day, 365 days per year. The CMI Service Desk portal must:
 - i. Provide full access to the SIMS User Manuals, Training Material, System Knowledgebase, and the comprehensive service desk ticketing system.
 - ii. Ensure the service desk ticketing system includes service requests, service ticket response and status, service ticket resolution.
 - iii. Ensure all requests received through the Service Desk portal are responded to within one business day.

10.3. Support Obligations

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

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

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

- a. nature of the Deficiency.
- b. 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.
- h. issue identified by.

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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.
- c. identification of repeat calls or repeat Software problems.

If the Contractor fails to correct a Deficiency within the allotted period of time stated above, the Contractor may be deemed to have committed an Event of Default, and the State shall have the right, at its option, to pursue the remedies as defined in the P-37 General Provisions, Provision 8, as well as to return the Contractor’s product and receive a refund for all amounts paid to the Contractor, including but not limited to, applicable License fees, within ninety (90) days of notification to the Contractor of the State’s refund request.

10.4. Contract Warranties and Representations

10.4.1. System

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

10.4.2. Software

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.

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 shall:

- a. 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
- b. the re-performance of the deficient Services, or
- c. 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.

10.4.3. Compatibility

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.

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10.4.4. Services

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.

11. DATA PROTECTION

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

11.1. End-of-Contract Transition Services

General Requirements

If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services (“Transition Services”) from the Contractor to the State and, if applicable, the new Contractor (“Recipient”) engaged by the State to assume the services. 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 Recipient to develop a Data Transition Plan (DTP). The State shall provide the DTP template to the Contractor.


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

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.

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 Agreement.

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

In the event 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 the State’s DHHS Information Security Requirements Exhibit.

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STATE OF NEW HAMPSHIRE

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EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

Completion of Transition Services - Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of fifteen (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 fifteen (15) business day term the Contractor notifies the State of an issue requiring additional time to complete said product. Once all parties agree the data has been migrated the Contractor will have thirty (30) days to destroy the data per the terms and conditions of the State’s Information Security Requirements Exhibit.

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

11.2. Integration And Ingestion

The Contractor must provide the professional services and daily (minimum once per day) automated ability to export and/or provide direct data connection access to all of the data maintained by the system, and if needed delivered to the State via Secure File Transfer Protocol (SFTP) per Exhibit E: DHHS Information Security Requirements, or another secured methodology mutually agreed upon by both parties and approved by the State’s Information Security Office. Additionally, a data dictionary and model must be provided for any data being provided to the State.


12. WEBSITE AND SOCIAL MEDIA

The Contractor must agree if performance of services on behalf of the State involves using social media or a website to solicit information of individuals that is Confidential Data. The Contractor must work with the State’s Communications Bureau to ensure that any social media or website designed, created, or managed on behalf of the State meets all State and NH DoIT website and social media requirements and policies.

The Contractor agrees Protected Health Information (PHI), Personally Identifiable Information (PII), or other Confidential Data solicited either by social media or the website that is maintained, stored or captured must not be further disclosed unless expressly provided in the Contract. The solicitation or disclosure of PHI, PII, or other Confidential Data is subject to Attachment 1 – Exhibit E: DHHS Information Security Requirements and Attachment 1 - DHHS Business Associate Agreement and all applicable state and federal law, rules, and agreements. Unless specifically required by the Contract and unless clear notice is provided to users of the website or social media, the Contractor agrees that site visitation must not be tracked, disclosed or used for website or social media analytics or marketing.

State of New Hampshire’s Website Copyright

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State of New Hampshire. The State of New Hampshire

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**DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
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EXHIBIT B – STATEMENT OF WORK BUSINESS AND TECHNICAL REQUIREMENTS AND DELIVERABLES

shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State of New Hampshire’s copyright.

13. SOFTWARE AGREEMENT

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

14. ADMINISTRATIVE SERVICES

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

15. TRAINING

The Contractor shall provide the following Training Services, through a combination of live sessions, on-demand modules, and a fully interactive SIMS training environment. Training topics will be developed to meet the needs of the State. Topics may include, but are not limited to:

- a. Introduction to SIMS Solution;
- b. User Roles & Permissions;
- c. SIMS Solution Access;
- d. Navigation & Basic Functionality;
- e. Data Management;
- f. Security Best Practices;
- g. Reporting & Analytics;
- h. Troubleshooting & Support; and
- i. SIMS Interactive User Training.

16. MERCHANT CARD SERVICES

Not Applicable

17. TERMS AND DEFINITIONS

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

18. CONTRACTOR’S CERTIFICATES

Required Contractor Certificates are attached in Exhibit G.

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STATE OF NEW HAMPSHIRE
**DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

EXHIBIT C – PRICE AND PAYMENT SCHEDULE

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

1. CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed the amount indicated in 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. TRAVEL EXPENSES

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

3. SHIPPING FEES

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

4. INVOICING

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

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

Invoices shall be sent to:

Invoicesforcontracts@dhhs.nh.gov

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

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Contractor Initials: 

Date: 5/8/2026

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

5. PAYMENTS

Payments shall be made via ACH. The Contractor must [Enroll with the State Treasury for ACH payments](#).

6. OVERPAYMENTS TO THE CONTRACTOR

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

7. CREDITS

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

8. PROJECT HOLDBACK

The State shall withhold ten percent (10%) of the price for each Deliverable, except Software License fees, as set forth in the Payment Table, until successful conclusion of the Warranty Period.

9. PAYMENT SCHEDULE

9.1. Contract Type

This is a Fixed Firm Price Contract. The total Contract value is indicated in P-37 General Provisions - Block 1.8: Price Limitation for the period between the Effective Date through date indicated in P-37 General Provisions - Block 1.7: Completion Date. The Contractor shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow the Contractor to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

9.2. Activities / Deliverables / Milestones Pricing

Activity/Deliverables/Milestones	Deliverable Type	Projected Delivery	Price
PLANNING & PROJECT MANAGEMENT			
Conduct project kickoff	Meeting	Week 1	Included
Work Plan	Written	Week 1	Included
Attestation of Background Check	Written	Week 1	Included
Project Status Reports	Written	Ongoing	Included
Infrastructure plan, including Desktop and Network Configuration Requirements	Written	Week 1	Included
Information Security Plan (ISP)	Written	Week 1	Included

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Communications and change management plan	Written	Week 1	Included
Software configuration plan	Written (System)	Week 2	Included
Testing Plan	Written	Week 1	Included
Deployment Plan	Written	Week 2	Included
Comprehensive Training Plan and curriculum	Written	Week 3	Included
End User Support Plan	Written	Week 3	Included
Business continuity plan	Written	Week 3	Included
Documentation of operational Procedures	Written	Week 3	Included
Data Protection impact assessment (DPIA)	Written	Week 2	Included
Systems Security Plan (SSP) The SSP must include security requirements of the system and describe the controls in place, or plan for meeting those requirements. The SSP must also delineate responsibilities and expected behavior of all individuals who access the system.	Written	Week 4	Included
Disaster Recovery Plan (DRP)	Written	Week 4	Included
Third Party software and subscription list (list must include versions, the state's license rights and identify if is software or subscription).	Written	Week 2	Included
TOTAL PLANNING & PROJECT MANAGEMENT			\$0
INSTALLATION			
Provide Software licenses if needed.		Week 3	Included
Provide Fully tested Data Conversion Software.		Week 3	Included
Provide software installed, Configured, and Operational to Satisfy State Requirements		Week 4	\$4,950
Total Installation			\$4950
TESTING			
Conduct user acceptance testing		Week 3	Included
Perform Production tests		Week 3	Included
Test in-bound and out-bound interfaces		Week 3	Included

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

Conduct systems performance (Load/Stress) Testing		Week 3	Included
Certification of 3rd Party Pen Testing and Application of Vulnerability Scanning		Week 3	Included
Security Risk Assessment (SRA) Report o if PII is part of the Contract, the SRA must include a Privacy Impact Assessment (PIA) if BYOD (is approved by the State’s Information Security to use, then the SRA must include a BYOD section)		Week 4	Included
Security Authorization Package		Week 3	Included
SYSTEM DEPLOYMENT			
Converted Data Loaded into Production Environment		Week 3	Included
Provide Tools for Backup and Recovery of all Applications and Data		Week 3	Included
Conduct Training		Week 4	Included
Provide Documentation		Week 4	Included
Execute System Security Plan		Week 4	Included
TOTAL SYSTEM DEVELOPMENT			\$0
OPERATIONS			
Ongoing Hosting Support		Ongoing	Included
Ongoing Support & Maintenance		Ongoing	Included
Conduct Project Exit Meeting		TBD	Included
Contract End of Life Transition		TBD	Included
TOTAL OPERATIONS			\$0
GRAND TOTAL DELIVERABLES			\$4,950

9.3. Software Operations, Maintenance and Support Pricing

SOFTWARE NAME	FISCAL PERIOD 1	FISCAL PERIOD 2	FISCAL PERIOD 3	FISCAL PERIOD 4
	G&C Approval – 6/30/26	7/1/26 – 9/29/26	9/30/26 – 6/30/27	7/1/27 – 9/30/27

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**DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
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EXHIBIT C – PRICE AND PAYMENT SCHEDULE

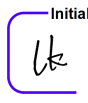
CMI State Incentive Manager System	\$16,750	\$16,750	\$50,250	\$16,750
TOTAL	\$16,750	\$16,750	\$50,250	\$16,750

9.4. Implementation Pricing Summary

COST TABLE	COST TYPE	TOTAL COST
1	Activities/Deliverables/Milestones Pricing (Total from Activity/Deliverables/Milestones Pricing Worksheet)	\$4,950
2	Software Operations, Maintenance, and Support Pricing (Total from Software Operations, Maintenance, and Support Pricing Worksheet)	\$100,500
GRAND TOTAL		\$105,450

9.5. Contractor Staff, Resource Hours and Rates Worksheet

	PROJECT MANAGER	TRAINING & SUPPORT	DEVELOPMENT	ACCOUNT MANAGEMENT
Planning & Project Mgt	10	4	6	2
Installation	2	2	20	1
Testing	2	2	8	1
System Development	2	10	6	1
Operations	2	4	4	1
Total Hours	18	22	44	6
Hourly Rate	Included	Included	Included	Included
Contractor Resource Price Total	\$0	\$0	\$0	\$0

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EXHIBIT C – PRICE AND PAYMENT SCHEDULE**

9.6. Future Contractor Rates Worksheet

The State may request additional Services from the Contractor. The State and Contractor agree to the following rates in the event the contract is extended as described in P-37 General Provisions, Section 3 Effective Date/Completion of Services.

10. FUNDING SOURCE

10.1. This Agreement is funded by:

10.1.1. 100% Federal funds, State Opioid Response (SOR) Grant, as awarded on 09/20/2025, by the DHHS Substance Abuse and Mental Health Services Administration (SAMHSA), ALN 93.788, FAIN #H79TI087843.

10.2. For the purposes of this Agreement the State has identified:

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

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

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

1. License Grant

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.

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

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

3. Software and Documentation Copies

Contractor shall provide the State with one (1) electronic version (Microsoft Word and PDF format) 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

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

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

5. Viruses

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

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

6. Audit

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.

7. Software Non-Infringement

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

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

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

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

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

8. Control of All Component Elements

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

9. Custom Software

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Contractor Initials: _____

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EXHIBIT D – SOFTWARE LICENSE AGREEMENT

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

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EXHIBIT D1 – CUSTOM SOFTWARE AGREEMENT

Exhibit D-1: Not Applicable

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EXHIBIT E – ADMINISTRATIVE SERVICES

EXHIBIT E – ADMINISTRATIVE SERVICES

1. DISPUTE RESOLUTION

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

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

Table E: Dispute resolution responsibility and schedule

Level	Contractor Point of Contact (POC)	State Point of Contact (POC)	Cumulative Allotted Time
First	Jorge Arrieta	State Opioid Response Director	5 Days
Second	Tom Keen	State Opioid Response Director	10 Days
Third	Steve Jenkins Steve@contingency-management.com	State Opioid Response Director	15 Days

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

2. ACCESS AND COOPERATION

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

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

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EXHIBIT E – ADMINISTRATIVE SERVICES

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

Contractor shall 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

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


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DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
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EXHIBIT F – TERMS AND DEFINITIONS

EXHIBIT F – TERMS AND DEFINITIONS

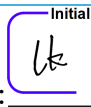
The following general contracting terms and definitions apply except as specifically noted elsewhere in this Contract.

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	Software that is purchased from a vendor and is ready for use with little or no change.
Confidential Information	The definition for this term is located in Attachment 1 – Exhibit E: DHHS Information Security Requirements.
Contractor Confidential Information	Information the Contractor has clearly identified in writing to the State it claims to be confidential or proprietary.
Data	The definition for this term is located in Attachment 1 – Exhibit E: DHHS Information Security Requirements.
Breach	The definition for this term is located in Attachment 1 – 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	Any written, software, or non-software item (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.
End Users	The definition for this term is located in Attachment 1 – 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.

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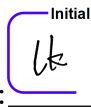
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EXHIBIT F – TERMS AND DEFINITIONS

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.
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 an Acceptance Letter.
Personal Information or Personally Identifiable Information	The definition for this term is located in Attachment 1 – Exhibit E: DHHS Information Security Requirements.
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 Attachment 1 – Exhibit E: DHHS Information Security Requirements.
Services	The work or labor to be performed by the Contractor on the Project as described in a contract.
Software	All Custom, SAAS, COTS Software, mobile application, and subscriptions provided by the Contractor under the Contract.
Software Deliverables	All Custom, SAAS and/or COTS Software 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.
Solution	A proposed set of Software and Services addressing the requirements and terms of a Request for Proposal.
Specifications	The written details that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards,

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EXHIBIT F – TERMS AND DEFINITIONS

	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.
Single Sign-On (SSO)	Unified authentication method.
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.
State Opioid Response (SOR)	SAMHSA opioid treatment grant program.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the Vendor, which is performing Services under this Contract under a separate Contract with or on behalf of the Vendor.
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, and 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.
Vendor/Contracted Vendor	The company whose Proposal or quote was awarded a Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system application or network.
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.
Warranty Period	A period of coverage during which the Vendor is responsible for providing a guarantee for products and Services delivered as defined in the Contract.
Work 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 Exhibit B: Business/Technical Requirements and Deliverables. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

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DoIT # 2025-062 – Technology-based Solution to Enhance Treatment Engagement,
Accountability, Adherence, and Retention
EXHIBIT G – ATTACHMENTS AND CONTACTOR CERTIFICATES

EXHIBIT G – ATTACHMENTS AND CONTRACTOR CERTIFICATES


1. ATTACHMENTS

Attachment 1 - Agency Compliance Documents

2. CONTRACTOR CERTIFICATES

3. Exhibit D – Certification Regarding Drug-Free Workplace Requirements
4. Exhibit D – Certification Regarding Lobbying
5. Exhibit D – Certification Regarding Debarment, Suspension and Other Responsibility Matters
6. Exhibit D – Certification of Compliance
7. Exhibit D – Certification Regarding Environmental Tobacco Smoke
8. Exhibit D – Certification Regarding the Federal Funding Accountability and Transparency Act (FFATA)
9. Exhibit E - DHHS Information Security Requirements
10. Exhibit F - Business Associate Agreement
 - a. Contractor’s Certificate of Good Standing
 - b. Contractor’s Certificate of Vote/Authority
 - c. Contractor’s Certificate of Insurance

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EXHIBIT G - ATTACHMENT 1 - AGENCY COMPLIANCE DOCUMENTS**

EXHIBIT D: CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

ALTERNATIVE I - FOR CONTRACTORS OTHER THAN INDIVIDUALS

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

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

Commissioner

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

1. The Contractor certifies that it will or will continue to provide a drug-free workplace by:

- 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is

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- prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The Contractor's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 - 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

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- 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

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EXHIBIT D: CERTIFICATION REGARDING LOBBYING

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

US DEPARTMENT OF HEALTH AND HUMAN SERVICES – CONTRACTORS

US DEPARTMENT OF EDUCATION - CONTRACTORS

US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

*Temporary Assistance to Needy Families under Title IV-A

*Child Support Enforcement Program under Title IV-D

*Social Services Block Grant Program under Title XX

*Medicaid Program under Title XIX

*Community Services Block Grant under Title VI

*Child Care Development Block Grant under Title IV

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

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

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Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-L.)

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

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

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EXHIBIT D: CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

1. INSTRUCTIONS FOR CERTIFICATION

- 1.1. By signing and submitting this grant agreement, the prospective primary participant is providing the certification set out below.
- 1.2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 1.3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
- 1.4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this grant agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 1.5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

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- 1.6. The prospective primary participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
- 1.7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 1.8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
- 1.9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 1.10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

2. PRIMARY COVERED TRANSACTIONS

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

- 2.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

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- 2.2. Have not within a three-year period preceding this proposal (grant agreement) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 2.3. Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
- 2.4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2.5. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (grant agreement).

3. LOWER TIER COVERED TRANSACTIONS

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

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

Contractor signatures will be obtained.

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

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

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

1. The Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
2. The Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
3. The Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
4. The Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
5. The Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
6. the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

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7. the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
8. 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
9. 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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EXAMPLE EXHIBIT D: CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

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**EXAMPLE EXHIBIT D: CERTIFICATION REGARDING THE FEDERAL FUNDING
ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

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

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

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

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

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

1. The UEI (SAM.gov) number for your entity is: DBKLFQ2MN7E6
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

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EXHIBIT E: DHHS INFORMATION SECURITY REQUIREMENTS

It is understood that the New Hampshire Department of Health and Human Services, herein known in this Exhibit as “Department” is referenced in the Agreement as either the “State” or “Department.” The purpose of this Exhibit is to establish the baseline security requirements required for the Department’s compliance with state and federal law and by agreement with our federal partners, which includes adherence to National Institute of Standards & Technology (NIST) controls and standards to protect the State and Department systems or network, as well as Department Data as set forth below.

1. DEFINITIONS

The following terms have the described meaning in this Exhibit and the Agreement:

- 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” have the same meaning as the term “Breach” in section 164.402 of Title 45, Code of Federal Regulations.
- 1.2. **“Business Associate”** means the definition of “Business Associate” in 45 CFR 160.103. Per this definition a Business Associate includes a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.
- 1.3. **Data Definitions**
 - 1.3.1. **“Confidential Data”** means all Data deemed Confidential or restricted under state or federal law. Confidential Data is not intended to be shared with the public and requires protection from unauthorized access. This information includes but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI). This definition also includes constructively identifiable data for which there is a reasonable basis to believe that used, alone or in combination with other reasonably available information by an anticipated recipient, could identify an individual who is a subject of the information. “Confidential data” as used in this definition is not a data classification category. These classifications can be found in NHS0257 Version:3 “Data Classification Policy” available at <https://mm.nh.gov/files/uploads/doit/documents/data-classification-policy.pdf>.
 - 1.3.2. **“Data”** means information owned, managed, created, received for, or on

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behalf of, the Department.

- 1.3.3. **“Derivative Data”** means Data or information based on or created from Confidential Data or information or Data based on or created from Confidential Data, and from which the raw Confidential Data is still identifiable and has not been aggregated and/or de-identified. Derivative Data includes any subset of Confidential Data in any format.
- 1.3.4. **“Encounter Data”** means are informational-only records that providers or Managed Care Organizations (MCOs) submit to a state or payer for services provided under a managed care capitation payment or prospective payment system.
- 1.3.5. **“Personally Identifiable Information”** (PII) also known as **“Personal Information”** (PI) means information which can be used to distinguish or trace an individual’s identity as defined in The Privacy Act of 1974 as amended at 5 U.S.C. 552a and in New Hampshire RSA 359-C:19.
- 1.4. **“End User”** means any person or entity that receives Data in accordance with the terms of the Agreement, including Contractor employees, Business Associates, subcontractors, interns and volunteers of the Contractor.
- 1.5. **“FIPS”** (Federal Information Processing Standards). NIST develops FIPS publications when required by statute and/or there are compelling federal government requirements for cybersecurity. FIPS publications are issued by NIST after approval by the Secretary of Commerce, pursuant to Section 5131 of the Information Technology Management Reform Act of 1996 (Public Law 104-106), and the Computer Security Act of 1987 (Public Law 100-235).
- 1.6. **“HIPAA”** means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder and the Omnibus Bill found at 45 CFR 160, 162, and 164, and incorporates all provisions of the HITECH Act and the Privacy Rule and the Security Rule, as amended from time to time.
- 1.7. **“Incident”** means an act that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that violates the security or IT requirements of this Agreement or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.
- 1.8. **“National Institute of Standards and Technology” (NIST)** establishes compliance standard requirements to be met by federal information systems, agencies, states, and associated government contractors and departments that work with the government.
- 1.9. **“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 the Contractor’s IT Department as a protected network

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(designed, tested, and approved, by means of the State to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted Data or Confidential Data.

- 1.10. **“Penetration Testing”** means testing to attempt to exploit found or known system vulnerabilities to determine whether unauthorized access or other malicious activity is possible. Penetration testing includes network penetration testing and application security testing as well as testing controls and processes around the networks and applications from both an internal and external perspective.
- 1.11. **“Privacy Impact Assessment (PIA)”** means an analysis of how information is handled to ensure compliance with applicable legal, regulatory, and policy requirements regarding privacy; to determine the risks and effects of creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, and disposing of information in identifiable form in an electronic information system; and to examine and evaluate protections and alternate processes for handling information to mitigate potential privacy concerns. A privacy impact assessment is both an analysis and a formal document detailing the process and the outcome of the analysis. Source: NIST Glossary.
- 1.12. **“Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information as outlined in 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- 1.13. **“Security Rule”** means the Security Standards for the Protection of Electronic Protected Health Information as outlined in 45 C.F.R. Part 164, Subpart C, and amendments thereto.
- 1.14. **“Virtual Private Network” (VPN)** means network technology that creates a **secure** private connection between the device and endpoint, hiding IP address and encrypting all Data in transit.

2. GENERAL

- 2.1. The Contractor must comply with all applicable NH state and federal laws and regulations, and Department/federal agreements and federal policies relating to the privacy and security of Data including but not limited to the Privacy Act of 1974 (5 U.S.C. § 552a).
- 2.2. The Contractor must establish and maintain appropriate administrative, technical, physical, and organizational safeguards, including policies and procedures, to protect the confidentiality, integrity, and availability of the Data from insider and external threats such as unauthorized use, unauthorized access, and data tampering. The safeguards must provide a level and scope of security that meets the security requirements identified by the Department in the Agreement and the Department and New Hampshire Department of Information Technology (NH DoIT) policies, standards, and procedures located

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<https://www.doit.nh.gov/cybersecurity/nh-cybersecurity-policy-library>.

- 2.3. The Contractor must adhere to the State of New Hampshire DoIT Data Classification policy requirements and data classification schema when classifying Data and/or when classifying Data within Department or State of New Hampshire DoIT system(s), database(s), application(s) or enterprise tool(s). The policy is available for download at <https://mm.nh.gov/files/uploads/doit/documents/data-classification-policy.pdf>
- 2.4. The Contractor must implement and follow the NIST 800-53 Security and Privacy Controls for Information Systems, and Organizations (current version and as may be amended) identified by the Department when managing services, hosting, developing, implementing and maintaining authentication and access controls, and/or implementing Information Technology and/or when creating, collecting, managing, administering, processing, transmitting, and/or storing Confidential Data in the delivery of the contracted services on behalf of the Department.
- 2.5. The Contractor agrees that if the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103 or a Qualified Service Organization (QSO) pursuant to 42 CFR Part 2, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the Agreement.
- 2.6. The Contractor must ensure that all remote access sessions that involve access to Department and State systems, network, or data use multi-factor authentication. Authenticator Applications or Hardware tokens should be used in place of SMS messaging or email.
- 2.7. The Contractor must ensure only authorized End Users have access to Data. The Contractor must ensure individuals complete information security awareness and education training prior to accessing Data. This training must include the following topics: information security, cyber security, insider threat, and if applicable, federally personally identifiable information, privacy/confidentiality, and employee snooping. If the Agreement permits access to Data provided to the Department via an Agreement with a federal partner, referenced in Section 4 of this Exhibit, the Contractor must ensure that the End User has completed the Department's specialized training for that Data. The contractor will provide proof of training to the Department upon request to meet compliance requirements.
- 2.8. The Contractor must sign and comply with all applicable NH DoIT and Department system access and authorization policies, standards, and procedures, access forms, trainings, and use agreements as part of obtaining and maintaining access to any Data or State of New Hampshire system(s). Use agreements must be completed and signed by the Contractor and any applicable End Users prior to system access being authorized.
- 2.9. The Contractor must not permit End Users to use personally owned devices to

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conduct work on behalf of the Department, including the transmission, storage, or processing of Data, unless written exception approval is provided by the DoIT Chief Information Security Officer and the Department's Information Security Officer or designee if any enterprise IT service, system, network, or software is used or the Department's Information Security Officer or designee if only Department systems are used.

3. USE AND DISCLOSURE OF DATA

- 3.1. The Contractor must not use, disclose, maintain, or transmit Data except as required or permitted as outlined under this Agreement or as required by law and agrees to use the minimum necessary Confidential Data in performance of this Agreement.
- 3.2. The Contractor must not disclose Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, court order, etc., without first notifying the Department so that the Department has an opportunity to determine how to best protect the Data.

4. FEDERAL DATA

- 4.1. If the Agreement requires the Contractor to store, access, process, administer, or view Data provided by the federal government, the Department will provide the Contractor with the Security Requirements and Procedures for the applicable federal agency or agencies to assist in meeting its federal safeguarding requirements. In addition to the NH DHHS Information Security Requirements Exhibit, the federal agency security document(s) will provide a detailed description of management, operational and technical controls required. The foundations for the requirements are the Federal Information Security Management Act (FISMA), Public Law (P.L.) 107-347, the Privacy Act of 1974 and federal agency's own policies, procedures, and directives.
- 4.2. If the Agreement requires the Contractor to access IRS federal tax information (FTI) under the Department's custodianship, the Contractor must comply with and assume responsibility for compliance by officers and employees with the IRS Exhibit 7 Safeguarding Contract Language located at this link <https://www.irs.gov/pub/irs-pdf/p1075.pdf>.

5. TRANSMISSION

- 5.1. Ground Mail Service. Contractor may use standard ground mail service for individual letters sent to an individual or household for all Data. If Confidential Data is being sent via ground mail service, the envelope or packaging must safely secure the Data from external visibility. If a significant amount of Confidential Data, e.g., an entire client medical record or information on a number of clients, is bundled into a single package then the Contractor must transmit Confidential Data via

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certified ground mail or other delivery service with document/parcel tracking and receipt signature systems, such as UPS or FedEx, within the continental U.S. and the package must be sent to a named individual with a blank cover page in front of the Confidential Data for privacy.

- 5.2. Communication Encryption. If Contractor is employing the internet to transmit Confidential Data, Transport Layer Security (TLS) version 1.3 or higher configured with Federal Information Processing Standards (FIPS) based cipher suites must be the security protocol used to encrypt communications. When developing or hosting a solution on behalf of the Department it is expected TLS 1.3 will be used for all internet communications such as, but not limited to, email, messaging, Voice over Internet Protocol (VoIP) and websites. Contractor must adhere to NIST SP 800-52 (latest version) guidelines available at <https://csrc.nist.gov/publications/detail/sp/800-52/rev-2/final>. Contractor must ensure that the connection is encrypted at rest and in transmission as well as configure the connection to meet State of New Hampshire DoIT standards. Exceptions require approval by the NH DoIT Chief Information Security Officer or designee and the NH DHHS Information Security Officer or designee. NIST Cryptographic Standards and Guidelines can be found here: <https://csrc.nist.gov/projects/cryptographic-standards-and-guidelines>

5.2.1. Contractor must encrypt all emails containing Confidential Data content/

- 5.3. The Contractor's Data encryption solution(s) must meet FIPS 140-3 and at a minimum use AES-256 encryption.
- 5.4. The Contractor must comply with NIST FIPS Publication 180-4: Secure Hash Standards (SHS) for use of secure hash algorithms.
- 5.5. Application Layer Encryption. If Contractor is transmitting Confidential Data between applications or using, managing, or storing Confidential Data in an application, the Contractor must ensure the applications have been evaluated by an expert knowledgeable in cybersecurity and that said application and the Data within is protected from external and internal threats.
- 5.6. Open Wireless Networks. Contractor must not transmit Confidential Data via an open wireless network unless employing a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, such as a virtual private network (VPN).
- 5.7. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, Contractor must use a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, such as a virtual private network (VPN).

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- 5.8. Secure File Transfer Protocol (SFTP). If Contractor is employing SFTP to transmit Confidential Data, Contractor must structure the secure folder and access privileges to prevent inappropriate disclosure of information. If transmitting PHI, the Contractor's SFTP server must meet the following HIPAA compliant requirements:
- 5.8.1. **Latest NIST recommended Strong Message Authentication Code (MAC) Algorithms.** As of this publication, the **three (3)** NIST approved algorithms for general purpose MAC algorithms are HMAC, **KMAC** and **CMAC**.
 - 5.8.2. **Access Control.** Two-factor authentication must be employed to validate user identity, and source IP exclusion must be utilized to prohibit server access from IP addresses that the Contractor does not control.
- 5.9. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit or store Data, without Department written approval from the New Hampshire Cyber Integration Center (NH CIC) and the Department's Information Security Officer or designee if Enterprise Services, Networks, or Systems are used in any part of the file transfer or Department's Information Security Officer or designee if only Department IT systems are involved.
- 5.10. Computer Disks and Portable Storage Devices. Contractor may not use computer disks or portable storage devices, such as thumb drives, as a method of transmitting Confidential Data. Encrypted thumb drives may be used as a method of transmitting Confidential Data with written approval from the NH CIC and the Department's Information Security Officer or designee if Enterprise Serviced, Networks, or Systems are used in any part of the file transfer or Department's Information Security Officer of designee if only Department IT systems are involved.
- 5.11. Devices. If Contractor is transmitting Confidential Data via wireless devices, all Confidential Data must be encrypted to prevent inappropriate disclosure of information and devices must be password protected.
- 5.12. Logical Access Controls. Contractor must have an automated system that controls the ability to access one or more computer system resources such as a workstation, network, application, or Database. The Logical Access Controls must have the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.
- 5.13. Audit Logs. Application, system-level, and user audit trail and records of all activities associated with ePHI must be monitored. Per 45 CFR §164.312(b), 45 CFR §164.316, NIST SP 800-66 Rev. 2, and NIST SP 800-92 all service providers must keep a log of all activities associated with ePHI and retain these records for seven (7) years. This applies to the date the log was last in effect. The Contractor must have an overall data security process that supports data security auditing.

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6. DATA LOCATION AND RETENTION

- 6.1. The Contractor must store, process, administer, and transmit Confidential Data only within the contiguous boundaries of the United States. This physical location requirement must also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup Data, video conferencing and disaster recovery locations. All Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) must be in accordance with NHS0289 Version:3 which can be found at: <https://mm.nh.gov/files/uploads/doit/documents/risk-mgmt-for-commerical-software-procurement.pdf>
- 6.2. The Contractor must not outsource functions including but not limited to IT support or administrative services relating to the State of New Hampshire or the Department offshore or outside the boundaries of the contiguous United States, unless written exception approval is provided by the NH CIC and the Department's Information Security Officer or designee.
- 6.3. The Contractor must ensure all Contractor and End User controlled servers and devices follow the hardening standards as outlined in NIST SP 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>), NH DoIT policies and standards located at [NH Cybersecurity Policy Library | NH Department of Information Technology](#) and if applicable, the IT Requirements Workbook within the Agreement and that current, updated, anti-malware utilities (e.g. anti-viral, anti-hacker, anti-spam, anti-spyware) are applied. The environment, as a whole, must have intrusion-detection services and intrusion protection services, as well as firewall protection.
- 6.4. The Contractor must limit access to its data center and off-site backup storage facilities to authorized personnel. Backup storage facilities must be located in a facility far enough away to ensure it is on a separate electric grid and the same natural disaster that would impact the system/solution/Data storage would not impact the backup facility.

7. DATA DISPOSITION

- 7.1. The Contractor must only retain the Confidential Data as described in the Contract End-of-Life Transition Services section of the Agreement and the Transition Services Plan. If the parties agree that it is infeasible to return or destroy the Confidential Data, all protections pursuant to this Information Security Requirements Exhibit survive termination of the Agreement.
- 7.2. The Contractor must send the Department's Information Security Officer or designee written certification, confirming the date and time that all Data, electronic and hardcopy, was destroyed to the email address provided in the Contact Section of this Exhibit. The written certification must include all details necessary to

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demonstrate Confidential Data has been properly destroyed and validation of destruction. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the Department and Contractor prior to destruction. If the Contractor has comingled Confidential Data and the destruction is not feasible the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction.

7.2.1. ***Unless a longer time period is specified in the Contract End-of-Life Transition Plan*** within thirty (30) days of the termination of this Agreement, Contractor must destroy all hard copies of Confidential Data by professional shredding or in accordance with any federal requirements for data destruction as applicable.

7.2.2. ***Unless a longer time period is specified in the Contract End-of-Life Transition Plan*** within sixty (60) days of the termination of this Agreement, Contractor must completely destroy all electronic Confidential Data by rendering it 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 (latest version).

7.3. If agreed upon under the Contract End-of-Life Transition Services Plan, the Contractor may retain Department Data in hard copy or in its systems, hard drives, printers, scanners, mobile devices, in the Cloud, or in other devices/technology approved by the Department. The Contractor must provide or obtain written certification for any Data destroyed by the Contractor or any End Users as a part of ongoing, emergency, and/or disaster recovery operations.

7.4. The Contractor must ensure that any hardware, software, and licenses will be decommissioned as soon as it is determined the aforementioned is no longer required or immediately upon being informed by the Department that the aforementioned is no longer required. Within 30 days of decommission the Contractor must provide the Department's Information Security Officer or designee with certification of decommission and an inventory list containing the model number, serial number, and software license key.

7.5. In case of a conflict between any applicable privacy or security rules, laws, regulations, or standards the most stringent must apply. The most stringent means that requirement which provides the highest level of protection to Confidential Data.

8. INFORMATION SECURITY/PRIVACY INCIDENT RESPONSE

8.1. The Contractor must maintain a documented Breach Notification and Incident Response process and procedure that complies with the requirements of this Information Security Requirements Exhibit, NIST SP 800-53r5 (or latest version) and

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NIST SP 800-61r3 (or latest version).

- 8.2. The Contractor must ensure proper security monitoring capabilities are in place to detect potential security events that may impact State of NH systems and/or Data or Confidential Data for Contractor provided systems accessed or utilized for purposes of carrying out this Agreement.
- 8.3. In the event of an Incident or Breach the Contractor must make immediate efforts to contain the Incident or Breach, to minimize any resulting damage or loss.
- 8.4. If the Contractor or its subcontractor is a Business Associate of the Department and discovers a breach of unsecured PHI it must assume the 45 CFR Part 164 Subpart D "Notification in the Case of Breach of Unsecured PHI" notification responsibilities on behalf of the Department, which includes notifying the federal Department of Health and Services (HHS) of breaches of unsecured protected health information.
 - 8.4.1. When a breach is reported to HHS by the Contractor or its subcontractor on behalf of the Department the Contractor must immediately notify the Department's Information Security Office via the email address provided in this Exhibit.
- 8.5. The Contractor must notify the Department's Information Security Office via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data was or may have been exposed or compromised.
- 8.6. The Contractor acknowledges and agrees that unless notice to the contrary is provided by the Department in its sole discretion to Contractor, Section 8.6 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Data or Confidential Data.
- 8.7. In the event of an Incident or Breach the Contractor must make immediate efforts to contain the Incident or Breach, to minimize any resulting damage or loss. The Contractor must bear all costs of response and recovery from the Incident, or Breach, including but not limited to: impacted individual(s) access to credit monitoring services, mailing costs, and costs associated with website and telephone call center services.
- 8.8. The Contractor must investigate the cause(s) and promptly take measures to prevent future Incidents or Breaches of a similar nature from reoccurring.
- 8.9. Per the terms of this Exhibit the Contractor's and End User's security incidents and

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breach response procedures must also address how the Contractor will:

- 8.9.1. Identify Incidents.
 - 8.9.2. Determine if Confidential Data is involved in Incidents.
 - 8.9.3. Report suspected or confirmed incidents to the Department as required in this Exhibit. Upon reporting, the Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 - 8.9.4. Within 24 hours of initial notification to the Department, complete the initial NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Officer at the email address provided herein.
 - 8.9.5. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation.
 - 8.9.6. Identify Incident/Breach notification method and timing.
 - 8.9.7. Within one business week of the conclusion of the Incident/Breach response investigation, submit a final written Incident Response Report and Mitigation Plan to the Department's Information Security Office at the email address provided herein.
 - 8.9.8. Address and report Incidents and/or Breaches of personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement.
 - 8.9.9. Address and report Incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
 - 8.9.10. Coordinate all legal notifications required as a result of a Breach of information, or potential breach, collected pursuant to this Agreement with the Department. The Contractor must ensure that any subcontractor, or other End User used by the Contractor must similarly notify the Department of a Breach, or potential Breach immediately upon discovery, must make a full disclosure, including providing the Department with all available information, and cooperate with the Department, as defined above.
- 8.10. The Contractor agrees to cooperate with the Department's Information Security Office and the NH Department of Information Technology's Chief Information Security Officer (CISO) in the detection of any security vulnerability that potentially impacts Data and/or the hosting infrastructure.

9. CLOUD HOSTED

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9.1 If Data or Confidential Data is stored in a Cloud, the Contractor must meet or work toward meeting a GovRAMP Authorized, FedRAMP Cloud solution, appropriate for the type of Data stored and/or processed or transmitted and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit as well as the Department’s NIST 800-53 Security Controls Matrix. If this is not attainable, the Contractor agrees to work with the Department to demonstrate its compliance to the Department’s NIST 800-53 Security Controls. The Contractor must hold the key to the Cloud solution. All Software as a Service (SaaS), Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) must be in accordance with NHS0289 Version:3 which can be found at: <https://mm.nh.gov/files/uploads/doit/documents/risk-mgmt-for-commerical-software-procurement.pdf>

10. SYSTEM SECURITY AND AUTHORITY TO OPERATE

10.1. If the Agreement requires a system, application, or subscription:

10.1.1. The Contractor must ensure its solution does not include code of unknown origin.

10.1.2. The Contractor must ensure solution module components adhere to applicable Department and NH DoIT IT standards and system security polices, standards, practices, configurations, procedures, and processes.

10.1.3. If the Agreement requires the Contractor to develop, maintain, and/or deliver a general support system or major application then Authority to Operate (ATO), also identified as Security Authorization Package (SAP), will be required prior to implementation. The Deliverable and Milestones table within the Statement of Work Exhibit will identify the documents and deliverables required prior to implementation. The Agreement definition of “Security Authorization Package” located in the Agreement identifies the required minimum contents of the SAP.

10.1.4. Utilizing the Department’s System Security Plan (SSP) template, the Contractor must create a SSP for the Department's Information Security Officer (ISO) or designee’s approval prior to implementation. The SSP must document the system description, system boundary, architecture, and security control within a specific module’s scope of work that protects the confidentiality, integrity, and availability (CIA) of the solution and its information. The SSP must be updated no less than annually or when new vulnerabilities are identified and mitigated or when additional functionality and/or components are implemented. The System Security Plan must be approved before any Data is transferred or entered into the solution. The Department’s ISO or designee must approve all revisions of the SSP. If the Contractor's solution is hosted by the NH DoIT, the Department and/or NH DoIT will provide supporting information to the Contractor to complete the

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SSP. The ATO/SAP security templates (PIA, SSP, COOP, DRP, etc.) and required topics they must address are located on the Department's website.

- 10.1.5. Utilizing the Department's Continuity of Operations Plan (COOP) and a Disaster Recovery Plan (DRP) template, the Contractor must develop and maintain annually, a Continuity of Operations Plan (COOP) and a Disaster Recovery Plan (DRP) for the solution.
- 10.1.6. The Contractor must provide an independent third party to perform penetration testing within six (6) months prior to implementation. Penetration testing must also be performed by an independent third party on an annual basis and when additions or changes to functionality impact the security framework, architecture or when a new vulnerability exists. Penetration Test Report results must be supplied to the State and any major or critical vulnerabilities mitigated. The Contractor agrees to conduct an annual certified penetration testing of databases, website, web-based portals, or systems developed, implemented, managed, or supported as a deliverable for this Agreement. Certification of this testing will be provided to the State's Information Security Officer or designee. The objective of said Penetration Testing is to identify design and/or functionality issues and/or vulnerabilities in infrastructure of systems that could expose Data or Confidential Data, as well as computer and network equipment and systems to risks from malicious activities. Within 15 days after the annual Penetration Test has been performed, the Contractor must provide the State's Information Security Office with a report on security issues and/or vulnerabilities that were revealed. Within 45 days of testing the Contractor must provide the State's Information Security Officer or designee with a remediation plan. The State will decide, in consultation with the Contractor, which, if any, security issues and/or vulnerabilities revealed from the Penetration Test will be remediated by the Contractor.

11. PRIVACY IMPACT ASSESSMENT (PIA)

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

- 11.1.1.1. How PII is gathered and stored.

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- 11.1.1.2. Who will have access to PII.
 - 11.1.1.3. How PII will be used in the system.
 - 11.1.1.4. How individual consent will be achieved and revoked; and
 - 11.1.1.5. Privacy practices.
- 11.1.2. The Department will conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.
- 11.2. The Contractor agrees, upon the written request of the Department, to provide to the Department's Information Security Officer or designee physical and logical process procedures, systems documents logs, BAAs, and/or QSOAs for the purpose of inspecting to confirm compliance with the terms of this Agreement.

12. STATE OWNED DEVICES, SYSTEMS AND NETWORK USAGE

- 12.1. Contractor End Users who are required to use only Department owned devices, email, or other Department standard software or storage solutions for Data storage and/or communication, per the Scope of Services in the Agreement, must ensure that all Confidential Data will be stored on the State owned devices only and will be shared only with End Users who have DHHS affiliate email accounts to ensure the Confidential Data is transmitted and/or stored on State owned and controlled devices such as systems, websites, cloud services data centers.
- 12.2. Contractor End Users authorized by the Department's Information Security Office to access the State of New Hampshire's or Department's network or system(s) and/or use a Department owned device (e.g. computer, iPad, cell phone) must:
- 12.2.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required.
 - 12.2.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly prohibited including, but not limited, to personal or other private and non-Department use, and that at no time must they access or attempt to access information without having the express authority of the Department to do so.
 - 12.2.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access.
 - 12.2.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software

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strictly Confidential in accordance with the license or any other agreement executed by the Department.

- 12.2.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Officer or designee.
- 12.2.6. Not install non-standard software on any State equipment unless authorized by the Department's Information Security Officer or designee.
- 12.2.7. Agree that email and other electronic communication messages created, sent, and received on a Department issued email system are the property of the State of New Hampshire and is to be used for business purposes only. Email is defined as "internal email systems" or "state-funded email systems."
- 12.2.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines located at <https://www.doit.nh.gov/cybersecurity/nh-cybersecurity-policy-library>; and
- 12.2.9. Agree when utilizing the State's email system:
 - 12.2.9.1.1. To only use a Department email address assigned to the End User with a "@ affiliate.DHHS.NH.Gov".
 - 12.2.9.1.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and
 - 12.2.9.1.3. Ensure the Department's required Confidentiality notice is embedded underneath the signature line.
- 12.2.10. Contractor End Users with a Department issued email, access, or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:
 - 12.2.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, , and transmitting Confidential Data.
 - 12.2.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Statewide Computer Use Policy upon execution of the Agreement and annually throughout the Agreement term.
- 12.2.11. Contractor agrees, if any End User is found to be in violation of any of the above-stated terms and conditions of the Agreement, said End User may face removal from the Department Agreement, and/or criminal or civil prosecution, if the act constitutes a violation of law.
- 12.2.12. Contractor agrees to notify the Department a minimum of three business

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days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or identification badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office immediately.

13. CONTACT INFORMATION

Information Security or Privacy: dhhsinformationservices@doit.nh.gov (for security or privacy incidents or Breaches in the subject line insert "DHHS Information Security Incident")

Data Management Issues: dhhsinformationservices@doit.nh.gov

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

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

(1) Definitions

- a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

“Breach,” “Designated Record Set,” “Data Aggregation,” Designated Record Set,” “Health Care Operations,” “HITECH Act,” “Individual,” “Privacy Rule,” “Required by law,” “Security Rule,” and “Secretary.”

- b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.
- c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.
- d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the

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information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

- e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.
- f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

- a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPAA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.
- b. Business Associate may use or disclose PHI, as applicable:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, according to the terms set forth in paragraph c. and d. below;
 - III. According to the HIPAA minimum necessary standard;
 - IV. For data aggregation purposes for the health care operations of the Covered Entity; and
 - V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.
- c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA

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with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

- d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

- a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.
- b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.
- c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.
- d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:
- I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

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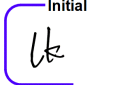
- III. Whether the protected health information was actually acquired or viewed;
and
- IV. How the risk of loss of confidentiality to the protected health information
has been mitigated.
- e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation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

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- k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.
- VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

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<https://www.dhhs.nh.gov/oos/hipaa/publications.htm> in accordance with 45 CFR Section 164.520.

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

(5) Termination of Agreement for Cause

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

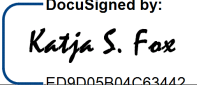
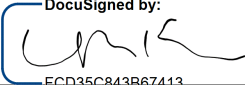
(6) Miscellaneous

- a. **Definitions, Laws, and Regulatory References.** All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

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- e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

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

Department of Health and Human Services	Contingency Management Innovations LLC
The State	Name of the Contractor
<small>DocuSigned by:</small>  <small>ED9D05B04C63442...</small>	<small>DocuSigned by:</small>  <small>FCD35C843B67413...</small>
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Larry Klimczyk
Name of Authorized Representative	Name of Authorized Representative
Director	chief commercial officer
Title of Authorized Representative	Title of Authorized Representative
5/8/2026	5/8/2026
Date	Date

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State of New Hampshire

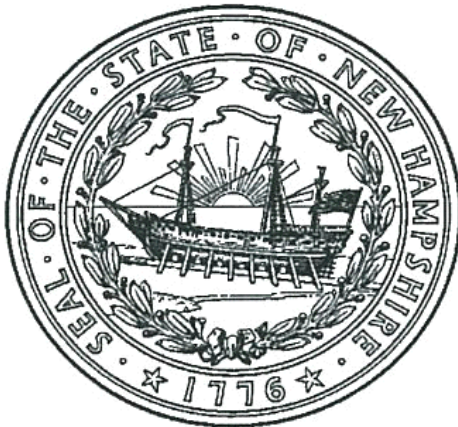
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CONTINGENCY MANAGEMENT INNOVATIONS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on December 15, 2022. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **918821**

Certificate Number: **0007918855**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of April A.D. 2026.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

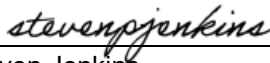
David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

I, Steven Jenkins, hereby certify that:

1. I am an Officer of Contingency Management Innovations, LLC.
2. That Larry Klimczyk is duly authorized on behalf of Contingency Management Innovations, LLC to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.
3. I hereby certify that said authorization remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 11-May-2026



Steven Jenkins
CEO

