

129 - 6/3/26



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

Lori A. Weaver
Commissioner

Iain N. Watt
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4482 1-800-852-3345 Ext. 4482
Fax: 603-271-4932 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 14, 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 of Public Health on behalf of the Department of Administrative Services, as required pursuant to MOP 150, VII, C, to make a **Sole Source** purchase of subscription services to manage data and operations for Family and Community Health programs from Quickbase (VC#544228), Boston, MA, in the amount of \$215,733, effective upon Governor and Executive Council approval through June 30, 2027. 50% Federal Funds and 50% General Funds.

Funds are available in the following accounts for State Fiscal Year 2026, with the authority to adjust budget line items and amounts between State Fiscal Years through the Budget Office, if needed and justified.

05-95-90-902010-70470000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH AND NUTRITION, COMMUNITY COLLABORATION

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2026	102-500731	Contracts for Program Serv.	90070471	\$107,866
Sub-Total				\$107,866

05-95-90-902010-58960000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF FAMILY HEALTH AND NUTRITION, HOME VISTING FORMULA GRANT

State Fiscal Year	Class / Account	Class Title	Job Number	Amount
2026	102-500731	Contracts for Program Serv.	90083212	\$107,867
Sub-Total				\$107,867
Total				\$215,733

EXPLANATION

This request is **Sole Source** because the Department is requesting to renew its purchase of the Quickbase subscription, including the Ultimate Enablement Service Package, used by the Division of Public Health Family and Community Health (FCH) programs and its contractors. Quickbase has been utilized by the Department since 2019 to support data management by the contracted Family Resource Centers. The

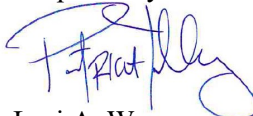
Department expanded its use to other related programs in 2025. No known alternative can meet the Department's operational or technical requirements within available budgets. The Department requested quotes from three (3) reseller vendors and received one quote back, which was at a higher cost than purchasing the subscription directly from Quickbase. Renewing directly with Quickbase offers cost savings of \$11,354 compared to the quote received.

The Quickbase platform provides the infrastructure necessary to track operations for the Department's FCH programs and its contractors, which include Comprehensive Family Support (CFS), Kinship Navigation, and Family Resource Centers (FRC). The Department will soon migrate the Healthy Families of America (HFA) home visiting program into this platform, replacing an existing contracted service. This transition of the HFA program data into Quickbase will generate cost savings, reduce IT overhead, and establish consistent data standards across all FCH initiatives. Unifying all of the above programs into one system also reduces duplicative licensing costs, eliminates redundant data entry for staff, and streamlines reporting.

The Quickbase system enables data collection and data management for participants of FCH programs and supports federally required reporting. Data gathered includes services delivered, demographics, health screenings, program performance outcomes, and many others. Quickbase is uniquely capable of meeting the Department's needs, because it provides a customizable, secure infrastructure that integrates with the Department's current data architecture and allows for data integration and reporting across programs. The platform supports complex reporting logic, TANF eligibility determinations, and federal performance reporting that cannot be replicated in other low code or case management systems without significant cost or potential program interruptions. Other systems were evaluated, including platforms used by other Department programs, but none were able to meet all FCH program needs nor generate any cost savings relative to the Quickbase platform.

If this purchase is not approved, the Department will not be able to meet federal reporting requirements nor collect data on program performance for the above noted programs, which will result in interruption to participant services and a potential loss of federal program funding.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Lori A. Weaver", is written over the printed name. The signature is fluid and cursive.

Lori A. Weaver
Commissioner



State of New Hampshire Purchase Order

PURCHASE ORDER NUMBER
1112059
 This number must appear on all invoices, packages, cartons, bills of lading, and packing slips.

Date: 04/29/2026
 Status: DRAFT
 Ship Via:
 FOB: Destination
 Freight Terms: Vendor Paid
 Terms: Net 30
 Due Days: 30

Bill To: DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301-3857

QUICKBASE INC
255 STATE ST
BOSTON MA 02109

Ship To:
DHHS COMMISSIONER
BROWN BUILDING
129 PLEASANT ST
CONCORD NH 03301

Vendor #: 544228 Phone: (855) 725-2293 Agency Contact: Jim Cavallini:603-271-9364 or
 Contact: Michael Silinonte Fax: 91

In accordance with Q-96572

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			Deliver on or before June 30, 2026 unless specified by line james.cavallini@dhhs.nh.gov		
1	1.00	EA	ENTERPRISE USER ENTERPRISE USER Quote#Q-96572	107,866.00000	107,866.00
2	1.00	EA	ENTERPRISE USER ENTERPRISE USER	107,867.00000	107,867.00
			Purchase Order Summary		
			Goods Total:		\$215,733.00
			Order Total:		\$215,733.00

Buyer: Corrine Tatro
 Phone: 603-271-4308
 Process Level: 09500

Total Amount: \$215,733.00

1. The State of New Hampshire engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State Proposal and the Vendor's proposal, bid or quotation, any of which are incorporated herein by reference.

2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS. In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws. In addition, the Vendor shall comply with all applicable copyright laws.

3. TERM. The contract and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

4. CONTRACT PRICE. The contract price, a payment schedule and a maximum limitation of price shall be as specified by the proposal or bid invitation and the Vendor's response. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the contractor and complete payment for the Services. The State shall have no other liability to the Vendor.

5. DELIVERY. If the Vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may repurchase similar items from any other source without competitive process, and the original Vendor may be liable to the state for any excess costs.

If a Vendor is unable to complete delivery by the date specified, he must contact the using branch and or agency. However, the branch and or agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipment.

6. INVOICING. All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the proposal or purchase order, payment will not be due until thirty(30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received, whichever is later.

7. PERSONNEL.

7.1. The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

7.2. The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT; REMEDIES.

8.1. Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default").

8.1.1. failure to deliver the goods or services satisfactorily or on schedule; or

8.1.2. failure to submit any report required hereunder; or

8.1.3. failure to perform any of the other covenants and conditions of this agreement.

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

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

8.2.2. give the Vendor 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 Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

8.2.3. set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

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

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

10. VENDOR'S RELATION TO THE STATE. In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

11. ASSIGNMENT AND SUBCONTRACTS. The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

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

12.1. PATENT PROTECTION. The Vendor agrees to indemnify and defend the State of New Hampshire from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

13. TOXIC SUBSTANCES. In compliance with RSA 277-A known as the Workers Right to Know Act, the Vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

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

15. AMENDMENT. This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

16. CONSTRUCTION OF AGREEMENT AND TERMS. This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

17. ADDITIONAL PROVISIONS. The additional provisions (if any) have been set forth as Exhibit "A" hereto.

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

New Hampshire Department of Health and Human Services

Exhibit A Quickbase Agreement to the State of New Hampshire Department of Administrative Services Purchase Order Contract Terms and Conditions

QUICKBASE TERMS OF SERVICE

These **“Terms of Service”** govern Quickbase’s provision, and any customer’s access to and use, of any Services (as defined below). By (1) signing a copy of these Terms of Service, (2) signing an order form with Quickbase or a Quickbase-authorized reseller (an **“Authorized Source”**) that references these Terms of Service, and (3) receiving an approval by The State of New Hampshire Department of Administrative Service, such approval being evidence by the issuance of a State of New Hampshire Purchase Order (**“NHPO”**) and NHPO Contract Terms and Conditions (the **“P-37 Terms”**), Customer agrees and becomes a party to these Terms of Service. These Terms of Service are effective as of the date of the issuance of the NHPO and P-37 Terms (**“Effective Date”**) and are by and between Quickbase, Inc., having its principal place of business at 255 State Street, Boston, MA 02109, USA (**“Quickbase”**) and the customer indicated in the order form or executed copy of these Terms of Service (**“Customer”**). **“Agreement”** means these Terms of Service, including any attachments and any documents incorporated by reference herein. The parties to this Agreement agree that, to the extent that the terms of this Agreement conflict with any terms in the NHPO or P-37 Terms, the terms of this Agreement shall control.

1. DESCRIPTION OF SERVICES. Any Hosted Service, Support Service, Professional Service, or AI Tool is a “Service.” As used herein, “Intellectual Property” means all registered and unregistered patent, copyright, trademark, trade secret, and other intellectual property.

2. HOSTED SERVICE.

2.1. Scope. **“Hosted Service”** means Quickbase’s cloud-based, application development and integration platform as a service. Applications developed by Customers hosted on the Hosted Service are referred to as **“Customer Applications.”** Quickbase may update the Hosted Service from time to time and use of new features or functionality may require Customer to elect to use those new features and pay additional fees, as set forth in a new Order signed by both parties (defined below). Hosted Service includes any and all functionalities, features, content, displays, look and feel, and interfaces and/or workflow, which are provided on or through the Hosted Service, excluding any and all Support Services, Enablement Services, and Professional Services.

2.2. Subscription. Subject to the terms and conditions of this Agreement (including Customer’s timely payment of applicable fees as set forth in an Order form signed by both parties) and the applicable Order, Quickbase grants to Customer during the Term a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right to allow Users to remotely access and use the Hosted Service, solely for Customer’s internal business purposes (the **“Hosted Service Subscription”**). The Hosted Service Subscription is limited to the applicable subscription plan, entitlements, and tiers purchased by Customer in, either: (a) the applicable signed order form (for annual subscribers); (b) the billing module (for monthly subscribers); or (c) a written order that the Customer has placed with an Authorized Source and which Quickbase has accepted that is signed by both parties and in writing (an **“Authorized Source Order”**) (each, an **“Order”**). **“User”** means Customer’s or its Affiliate’s permanent or temporary employee, consultant, client, external user, contractor or agent, to whom Customer and Quickbase (or Authorized Source) grants access to the Hosted Service through unique Access Credentials (as defined herein). Customer will be responsible for any and all uses of the Hosted Service by any

New Hampshire Department of Health and Human Services

Users on behalf of Customer or any Affiliates of Customer, or otherwise occurring under Access Credentials assigned to Users of Customer or its Affiliates, but no Affiliate of Customer will have independent rights under the Agreement unless the Affiliate enters into a separate Order with Quickbase or an Authorized Source, in which case the rights and responsibilities of such Affiliate and its Users will be governed by the Order or Authorized Source Order with the Affiliate and these Terms of Service. “**Affiliate**” means any entity that controls, is controlled by, or is under common control with a party to this Agreement, where control means equity ownership of fifty percent or greater interest in the voting shares held by an entity. Customer will also be responsible for any and all uses of the Hosted Service by any Anonymous Visitor. “**Anonymous Visitor**” means anyone that accesses Customer Applications, which applications Customer has configured for access without authentication.

2.3. **Restrictions.** Except as otherwise agreed in writing by the parties, Customer will not: (a) modify or create derivative works of either the Hosted Service or Deliverables (as defined in Section 3.6.1) (except in the ordinary course of creating or maintaining applications); (b) reverse engineer, decompile, disassemble, inspect, or otherwise attempt to reconstruct or obtain the source code to all or any portion of the Hosted Service or Deliverables, or the code delivered to a web-browser related to the Hosted Service; (c) sell, lease, sublicense, distribute, resell, or otherwise commercially exploit the Hosted Service or Deliverables, (d) interfere with or disrupt the integrity or performance of the Hosted Service or the data contained therein or disrupt any servers or networks connected to the Hosted Service; (e) remove, alter or obscure any proprietary notices associated with the Hosted Service or Deliverables; (f) provide false, out-of-date, or incomplete information to Quickbase, including in connection with billing or account registration, or fail to promptly update such information; (g) use the Hosted Service or any Deliverable in any manner inconsistent with this Agreement, including Quickbase’s Acceptable Use Policy available via <https://www.quickbase.com/acceptable-use-policy> (“**Acceptable Use Policy**”), which is incorporated in its entirety into this Agreement; or (h) access or use the Hosted Service or any Deliverable in violation of any applicable laws, including any export laws or regulations. Customer is responsible for all actions of its Users, including any use restriction violations under this Agreement.

2.4. **No Sharing of Logins.** Each User must use a unique login and password to access the Hosted Service (“**Access Credentials**”). Sharing of Access Credentials between Users is prohibited. Customer may not revoke and reassign Users on a regular or systematic basis to circumvent fees. Unless specified in an Order, Customer may not provide access to the Hosted Service in a manner that avoids incurring licensing or subscription fees or other charges, including access provided through a separate system, portal or other interface. No User may take actions which result in the User’s access to (including attempts to access) the Hosted Service from more than one computer at any one time. In limited circumstances, such as managing integrations or workflows, Quickbase allows for the provision of a shared account, sometimes referred to as a service account. These accounts should be appropriately named and tied to a real email address owned by Customer. Customer is responsible for securing accounts in accordance with Customer’s internal security policies and practices.

2.5. **Unauthorized Access.** Customer will, as soon as reasonably possible, notify Quickbase if it learns of any unauthorized access to or use of the Hosted Service. Quickbase reserves the right, in its sole discretion and without liability to Customer, in cases of immediate threat, to take any action Quickbase deems necessary or reasonable to ensure the security of the Hosted Service and Customer’s Access Credentials, including terminating Customer’s access, requiring password changes, or requesting additional information to authorize activities related to Customer’s account. Customer is solely responsible for: (a) the security and proper use of its Access Credentials, and must take all reasonable steps necessary to ensure that Access Credentials are kept secure, confidential, used properly and not disclosed to unauthorized persons; and (b) all activities performed in connection with Access

New Hampshire Department of Health and Human Services

Credentials, and activity taking place under such Access Credentials, where such activities were originated using Access Credentials of the Customer. Quickbase is authorized to accept Access Credentials as conclusive evidence that the Customer, or its Users, have accessed or otherwise used the Hosted Service, in so far as Quickbase has not been notified by Customer of any unauthorized access.

2.6. **Support Services.** During the term of the Hosted Service Subscription, Quickbase will support and maintain the Hosted Service ("**Support Services**") in accordance with the Service Level Agreement attached as **Exhibit A** to this Agreement ("**SLA**").

2.7. **Convenience Features.** Quickbase offers the optional features described in this Section 2.7 (collectively, "**Convenience Features**") solely as a convenience to Customer; thus, Convenience Features do not constitute Services. Unless otherwise provided in an applicable Ordering Document (as defined below), Support Services do not include support for any Convenience Features. QUICKBASE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO ANY ASPECT OF ANY CONVENIENCE FEATURE, INCLUDING ANY FUNCTIONALITY RELATED THERETO. CONVENIENCE FEATURES, INCLUDING ALL OF THEIR RESPECTIVE COMPONENTS, ARE OFFERED ON AN "AS-IS," "AS AVAILABLE" BASIS, WITH ALL FAULTS, AND ANY USE THEREOF IS AT CUSTOMER'S SOLE DISCRETION AND RISK. Customer's sole and exclusive remedy under this Agreement for any use of a Convenience Feature is to cease use of the feature.

2.7.1. **App Exchange.** The app exchange feature of the Hosted Service ("**App Exchange**") allows Customer to install template applications, parts of applications, and associated features and functions for use within Customer's own account. While the template applications and features are intended to work with the Hosted Service, Quickbase is not responsible for such template applications nor does Quickbase guarantee or certify that they will function properly for use with the Hosted Service. Customer may, but is not required to, upload its own template applications to the App Exchange for others to use. Each such submission by the Customer to the App Exchange is subject to additional supplemental terms that will be presented online prior to submission. Quickbase may discontinue the App Exchange at any time; discontinuation will not affect template applications previously downloaded by Customer from the App Exchange.

2.7.2. **Integrations.** Quickbase may allow Customer to integrate the Hosted Service with other third-party services ("**Integrations**"). While these Integrations may be designed to work with the Hosted Service, Quickbase is not responsible for the third-party aspects of the Integrations, including any application programming interface ("**API**") provided by such third-party providers. Customer is responsible for establishing (and continuing) the relationship with, and operating and paying the costs associated with, any third-party services. Customer's use of any third-party service in connection with the Hosted Service, and any terms and conditions associated with such use, are solely between Customer and such third-party service provider. Quickbase is not responsible for Customer Data (as defined below) once it leaves the Hosted Service.

2.7.3. **Communities.** Quickbase may provide certain community forums ("**Forums**") that allow Customer to interact with third parties, including other customers. These Forums are provided to Customer as a convenience and their use is entirely optional. Information posted on Forums is accessible and visible to others, so do not share confidential information as such information is not subject to any confidentiality obligations. Customer agrees to adhere to the Acceptable Use Policy in connection with its use of Forums. Quickbase does not review all material posted to and accessible via the Forums nor is Quickbase responsible

New Hampshire Department of Health and Human Services

for any user content or third-party websites made available on or linked thereto, however, Quickbase reserves the right to remove or refuse to post any material submitted to the Forums.

2.7.4. **Beta/Early Access.** Quickbase may invite Customer to try new features or functionality for the Hosted Service which are not generally commercially available, and which will be clearly identified as beta, early access, preview or other similar designation (“**Early Access Features**”). Early Access Features may be subject to additional terms provided to Customer prior to access thereof. Participation in any Early Access Features is at Customer’s sole risk and discretion. Quickbase may modify or discontinue any Early Access Features at any time in its sole discretion and may never make them generally or commercially available. Additional fees may apply for continued use of such features once they are generally or commercially available. Quickbase may invite Customer to try new features or functionality for the Hosted Service which are not generally commercially available, and which will be clearly identified as beta, early access, preview or other similar designation (“**Early Access Features**”). Early Access Features may be subject to additional terms provided to Customer prior to access thereof. Participation in any Early Access Features is at Customer’s sole risk and discretion. Quickbase may modify or discontinue any Early Access Features at any time in its sole discretion and may never make them generally or commercially available. Additional fees may apply for continued use of such features once they are generally or commercially available.

3. OPTIONAL PROFESSIONAL SERVICES

3.1. **Personnel.** Quickbase may provide professional services, including Enablement Services and Project Services as defined below (collectively, “**Professional Services**”), through its employees, independent contractors and subcontractors or those of an Affiliate (collectively “**Personnel**”), and will assign Personnel with qualifications suitable for performing the Professional Services. Quickbase may remove, replace or add additional Personnel in its sole discretion, provided that any replacement or additional Personnel are also suitably qualified. Quickbase will not disclose any Confidential Information (as defined below) of Customer to any unaffiliated subcontractor unless and until such subcontractor has agreed in writing to protect the confidentiality of such Confidential Information and be bound by obligations of confidentiality no less restrictive than those in this Agreement and then only to the extent necessary for such subcontractor to perform the Professional Services subcontracted to it. Quickbase will remain responsible for the obligations performed by any of its subcontractors to the same extent as if such obligations were performed by Quickbase’s employees.

3.2. **Hours of Operation.** Professional Services will be performed during standard local business hours except on national holidays, Quickbase corporate holidays, Customer corporate holidays, or other holidays as mutually agreed. Quickbase will make all decisions, in its sole discretion, concerning any accommodations for Quickbase Personnel to take time off for illness, health and welfare, personal obligations, and vacations.

3.3. **Customer Personnel.** Customer will ensure that Customer Personnel with the appropriate authority and skill level are available to Quickbase at the applicable points during the engagement or as reasonably requested by Quickbase. Customer will also designate a Customer resource who will manage Customer Personnel, tasks, risks, issues and action items. Customer is responsible for the quality of all components of the engagement that are created by its internal or external development Personnel, and for ensuring that Customer development activities (including Customer’s internal developers and external development Personnel) adhere to a mutually agreed project plan consistent with the implementation and development methodology used by Quickbase.

New Hampshire Department of Health and Human Services

3.4. **Administrative Access.** Where the Professional Services require Customer to provide Quickbase with administrative level access to any Customer system or application, Customer agrees to use reasonable commercial efforts to provide access in a timely manner. Customer will continually maintain appropriate access levels, including removing access upon final completion of Professional Services.

3.5. **Enablement Services.**

3.5.1. **Scope. "Enablement Services"** means *optional* consulting or training services, if any, which Customer has elected to purchase in connection with its Hosted Service Subscription, as described in an applicable Order. Enablement Services are limited to the applicable tier selected by the Customer in an applicable Order. Further details regarding Enablement Services can be found on Quickbase's website (<https://www.quickbase.com/product-descriptions>).

3.5.2. **Additional Consulting Hours.** Quickbase will not exceed the consulting hours available to the Customer without Customer's prior written approval and consent. If Customer should request that Quickbase perform Enablement Services beyond the available consulting hours, the parties will enter into a separate Order for additional consulting hours, at the then-current Quickbase hourly rates.

3.6. **Project Services.**

3.6.1. **Scope. "Project Services"** means *optional* project services defined under the terms of a statement of work executed by the parties (a "**SOW**") with reference to this Agreement. Quickbase will provide the Project Services, including any work products and other deliverables set forth in a SOW ("**Deliverables**"). Each SOW will set forth the details of the applicable Project Services, including the nature, scope, timetable(s), applicable payments, and any associated Deliverables to be produced. Any and all SOWs will be subject to the terms and conditions of this Agreement.

3.6.2. **Hours Balance.** Quickbase will have the right to stop performance or delivery of any Project Services if Customer's hours balance under a current SOW has been expended. Quickbase will inform the Customer when the hours balance is low, with an offer to purchase additional hours through a Change Order. Quickbase will resume any Project Services only after a Change Order securing additional service hours by the Customer has been executed by the parties.

3.6.3. **Travel and Expenses.** Customer will reimburse Quickbase for pre-approved, reasonable, and necessary expenses (including travel-related expenses) incurred while performing Project Services. Any such fees will be detailed in the SOW, or Order, that was executed by both parties and billed according to the terms of this Agreement, the Order and/or the executed SOW.

3.6.4. **Changes in Project Services.** Either party may submit a request for modification of any Project Services and any associated SOW by email or in writing (a "**Change Request**"). The appropriate Personnel will review the Change Request and either approve it for further investigation or reject it if the parties cannot mutually agree. Upon the conclusion of the investigation, Quickbase will prepare an estimate, and then deliver to Customer a proposed amendment to change the Project Services and any associated SOW (a "**Change Order**"). The proposed Change Order prepared by Quickbase will describe the requested change, as well as

New Hampshire Department of Health and Human Services

the additional costs and impacts on the schedule, if any. Customer may accept the Change Order by signing and returning the Change Order to Quickbase.

3.6.5. **Assumptions and Parties' Responsibilities.** Each party to this Agreement has relied upon the following terms, general assumptions, and responsibilities in agreeing to perform, or receive, the Project Services and estimating the number of hours required to perform the Project Services. If the terms and assumptions are incorrect, or if the responsibilities are not performed in a timely manner, the estimated number of hours, fees and expenses may be adjusted with a change to the scope of work, made through a Change Order executed by both parties, in addition to any other remedies that may be available under the Agreement. A SOW or Change Order may include additional assumptions and responsibilities.

3.6.6. **Timely Response.** Each party agrees to use reasonable commercial efforts to respond to reasonable requests in a timely manner. Delays in providing timely responses or assistance may result in delays, or Change Orders, to the SOW estimated timeline.

3.6.7. **Cancellations.** If Customer cancels a scheduled meeting with less than five (5) business days' prior written notice to Quickbase, the allocated hours for that meeting will be credited to Quickbase, and Quickbase will account for all such allocated hours as if the meeting had occurred. If Quickbase cancels a meeting at any time no charges or related expenses will be billed to the Customer, or the Customer account, as a result of the cancelled meeting.

3.6.8. **Customer Documents.** Customer is responsible for creating all documents required by Customer or Quickbase during the performance of the Project Services, unless those documents are listed in the applicable SOW or Change Order as a Deliverable.

3.6.9. **Testing.** Where the Project Services include testing, Customer is responsible for: (a) developing integration, system, and user test plans, and performing the testing with such assistance from Quickbase as may be defined in the SOW or Change Order; (b) providing test data that fully and accurately represents production data to support testing efforts defined in the SOW or Change Order (if test data includes simulation data, Customer recognizes that simulation data may not expose all defects, and adjustments to the scope and schedule of the project may be required when using simulation data); and (c) building, updating, and testing all interfaces to and from any solution, unless interfaces are listed as a Deliverable and (d) in instances where the Customer has opted to forgo development and testing in a development environment, releasing Quickbase from liability from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) for any claims arising from or related to any development and Project Services performed in a production environment...

3.6.10. **Migration Data.** Failure of the Customer to provide any necessary migration data to Quickbase may result in delays. Should these delays require a change in pricing, the parties will execute a Change Order detailing the changes to the SOW and any additional costs associated with that change.

3.7. Intellectual Property Rights Related to Professional Services.

New Hampshire Department of Health and Human Services

3.7.1. **Rights in Deliverables.** Except as otherwise specifically set out in this Section 3.7 or an applicable SOW or Change Order, Quickbase shall retain exclusive ownership of all Intellectual Property produced by Quickbase in performing Professional Services and all modifications, enhancements and upgrades thereto and all intellectual property rights therein. Subject to any third-party rights or restrictions and the other provisions of this Section 3.7, upon payment in full, Quickbase hereby grants to Customer a perpetual, non-exclusive, non-transferable, non-sublicensable, worldwide, royalty-free license to use such Intellectual Property solely for use in connection with the Hosted Service.

3.7.2. **Pre-Existing IP or Confidential Information.** Notwithstanding Section 3.7.1 above, each party will retain exclusive ownership and all intellectual property rights it possessed prior to the date that relevant Professional Services were provided in any and all pre-existing intellectual property, Confidential Information, Customer Data, or Customer Applications of such party, including any general knowledge, concepts, know-how, tools, methodologies, techniques or other proprietary information or material of any kind, as well as all rights in any improvement or developments made thereto in performance of the Professional Services or incorporated in the Intellectual Property (the “**Pre-Existing IP**”).

3.7.3. **License in Pre-Existing IP of Quickbase.** Subject to the other provisions in Section 3.7, Quickbase hereby grants to Customer a royalty-free, non-exclusive, non-transferable, non-sublicensable, worldwide license in perpetuity to use, modify and reproduce any Pre-Existing IP of Quickbase that is embedded in the Hosted Service solely for Customer’s internal use of such Intellectual Property in connection with the Hosted Service, for so long as such Pre-Existing IP remains embedded in the Hosted Service and is not separated therefrom.

3.7.4. **Rights in Pre-Existing IP of Customer.** Where Customer Pre-Existing IP is required by Quickbase to perform Professional Services, Customer hereby grants to Quickbase a royalty-free, non-exclusive, transferable, non-sublicensable, right to use, reproduce, distribute, transmit and make derivatives of the Customer’s Pre-Existing IP solely to the extent necessary for Quickbase to perform the agreed upon Professional Services. Customer represents and warrants to Quickbase, after reasonable due diligence, that Customer: (a) has sufficient rights in all Customer Pre-Existing IP, to hold the Customer Pre-Existing IP and deliver it to Quickbase; (b) has obtained from all individuals, persons, and third parties any required consents, licenses, and authorizations, and has provided all required notices with respect to the collection, retention, disclosure and use of the Customer Pre-Existing IP that are required under applicable foreign, federal and state laws and regulations, including privacy rules and policies; and (c) will only provide Customer Pre-Existing IP to Quickbase that Customer reasonably believes (x) does not infringe or violate any intellectual property rights, publicity, privacy, confidentiality, contractual or other rights, or any foreign, federal, state or local law or regulation, and (y) is not defamatory, offensive, misleading, false, harmful to minors, or obscene.

3.7.5. **Quickbase Products.** For the avoidance of doubt, nothing in this Agreement will be deemed to provide any ownership, license or other rights to Customer for any of Quickbase’s software, databases, add-ons, plugins, utilities, or other products or services that Quickbase makes commercially available, even if those products or services are configured to work with the Deliverables. Limited rights to use such products or services may be separately obtained by Customer subject to Quickbase’s then-current standard terms.

3.8. **Support for Professional Services.** Except as specifically set forth in the Enablement Services product description on the Quickbase website, as specifically set forth in an Order, or as set forth in an SOW or Change

New Hampshire Department of Health and Human Services

Order, all Professional Services are expressly excluded from the SLA and any service credit eligibility set forth in the Agreement, or any other support or maintenance obligations.

4. **OPTIONAL AI TOOLS**

4.1. **AI Tools.** “AI Tools” means optional artificial intelligence and machine learning tools. Quickbase grants Customer a limited, non-exclusive, non-transferable, revocable, subscription to remotely access and use the AI Tools in connection with Customer Applications. In its sole discretion, Customer may disable AI Tools. Quickbase represent that, once disabled, Customer Data (defined below) and intellectual property will not be used by Quickbase for any programing or training purposes in connection with the AI Tools.

5. **RIGHT TO USE CUSTOMER DATA.** Customer grants to Quickbase a non-exclusive, royalty-free, right to copy, reproduce, transmit, distribute, execute, host, store, display, and use and create derivative works based on the Customer Data and Customer Applications, for the sole purposes of enabling Quickbase to provide the Hosted Service, Support Services, Professional Services, and AI Tools (if not disabled by the Customer), as applicable. “**Customer Data**” means information, content, data and other materials transmitted, uploaded, or stored by Customer in the Hosted Service, but does not include “**Account Information**” or “**Service Usage Data.**” “**Account Information**” means information about Customer or its Users that Customer provides to Quickbase in connection with creation or administration of the Customer account, including names, usernames, phone numbers, email addresses, and billing information associated with the Customer account.

6. **SERVICE USAGE DATA & ANALYSES.** “**Service Usage Data**” means any data, metadata, or content related to how the Customer and its Users use the Hosted Service, which is collected automatically, manually, or passively whenever Customer or a User interacts with the Hosted Service, including other information related to the performance and operation of the Hosted Service, that does not directly or indirectly identify Customer, Users, or any natural person. Quickbase may use the Service Usage Data for any lawful purpose, including for compliance and improving Quickbase’s products and services, to create statistical analyses, and for research and development purposes (collectively, “**Service Analyses**”). Quickbase may make Service Analyses publicly available solely for reporting and marketing purposes; provided that such information will be anonymized, de-identified, and/or aggregated so that it: (a) will not identify Customer or its Users; and (b) cannot be used, alone or in conjunction with other information, to identify any specific person. Except as expressly set forth in an Order, Quickbase will have no obligation to provide any Service Usage Data or Service Analyses to Customer or its Users in any form whatsoever.

7. **OWNERSHIP OF INTELLECTUAL PROPERTY.** Unless otherwise stated in this Agreement: (a) Customer owns all right, title and interest in its name, logo, Intellectual Property, its Confidential Information (including Customer Data), and Customer Applications (to the extent distinct from any Service or Deliverables); and (b) Quickbase owns all right, title, and interest in and to its name, logo, the Services, the Convenience Features developed by Quickbase, its Intellectual Property, and its Confidential Information (including Service Usage Data). Each party reserves all of its rights not expressly granted in this Agreement.

8. **CHANGES TO SERVICES.** Quickbase may add, alter, or remove functionality from the Hosted Service at any time without prior notice. Quickbase may also limit, suspend, or discontinue a Service at its discretion. If Quickbase

New Hampshire Department of Health and Human Services

discontinues a Service, it will provide reasonable advance notice to provide Customer with an opportunity to export a copy of Customer Data from the Hosted Service.

9. FEES, TAXES, USAGE & AUDIT

9.1. **Fees.** Customer will pay to Quickbase the fees set forth in each Order, Statement of Work, or Change Order (each, an **"Ordering Document"**) in accordance with the payment terms set forth in this Agreement and the applicable Ordering Document. Where an Authorized Source Order sets forth any fees that are payable directly to Quickbase by Customer, Customer will pay to Quickbase such fees in accordance with the payment terms set forth in this Agreement. Quickbase reserves the right to change fees for the Service at any time, in its discretion, with notice to Customer, which notice may be provided to the email address on file with Quickbase or through Customer's Quickbase account ; provided, that any increase in fees will take effect on the renewal of the then-current subscription term, such renewal being evidenced by the execution of an Ordering Document signed by both parties. Customer will pay all fees to Quickbase on or prior to the due date set forth in the Ordering Document, as applicable. Customer agrees and acknowledges that an Authorized Source Order may set forth additional fees payable to an Authorized Source by Customer, and Customer agrees to pay all such fees in accordance with an agreement between Customer and an Authorized Source. Unless otherwise expressly set forth in the Agreement, all fees will be paid in USD and are nonrefundable, and Customer is responsible for fees associated with all Services purchased through an Ordering Document, regardless of whether used.

9.2. **Taxes.** Intentionally omitted as not applicable.

9.3. **Additional Usage.** Quickbase has the right to monitor Customer's usage of the Hosted Service. If Customer exceeds any of the usage terms, quantities, or entitlements specified in an applicable Ordering Document and purchased during the Subscription Term (as defined below) the Customer may purchase additional usage or Services (**"Additional Services"**) via a signed Ordering Document or (b) Quickbase may issue an invoice to Customer for the Additional Services after negotiating a separate Ordering Document covering the additional usage, signed by both parties - in either case, the applicable fees for Additional Services will be prorated for the remainder of the then-current Subscription Term. For the avoidance of doubt, if Customer has entered into a multi-year Subscription Term, any Additional Services purchased or billed, and the fees associated therewith, will also be charged for each annual or monthly period remaining for the full Subscription Term. Customer will be responsible for any such Additional Services fees in accordance with the payment terms set forth in this Agreement and any applicable Ordering Document.

10. **CONFIDENTIALITY** Except for disclosures to employees, agents, or representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those set forth herein, each party agrees not to disclose the other party's Confidential Information without its prior written consent. **"Confidential Information"** includes all non-public information provided by one party to the other, including: (a) all intellectual property; (b) financial information and business information; (c) product roadmaps and (d) Customer Data. Confidential Information does not include (x) information that has become publicly known through no breach by Customer or Quickbase of these confidentiality obligations; (y) information that is independently and lawfully developed or obtained without access or reference to, or use of, Confidential Information, as evidenced in writing. If a receiving party is served with any subpoena or other legal process or a court or governmental request or order requiring or purporting to require the disclosure of any Confidential Information of the disclosing party, the receiving party will, unless prohibited by law, promptly notify disclosing

New Hampshire Department of Health and Human Services

party of such fact and cooperate with the disclosing party and its legal counsel in opposing, seeking a protective order, seeking to limit, or appealing any such legal process, request, or order to the extent deemed appropriate by the disclosing party. The receiving party will disclose only that portion of the disclosing party's Confidential Information that is legally required to be disclosed. In the event of a breach or threatened breach of this Section, the disclosing party will be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach without the necessity of posting any bond. Upon the disclosing party's request, the receiving party will, at disclosing party's election, promptly return or destroy all Confidential Information, including all copies and any derivatives related thereto as is reasonably practicable and only as permitted by relevant laws. Customer Data will be handled in accordance with Quickbase's data protection addendum, as further described in Section 11 (Security and Privacy). For the avoidance of doubt, the obligations to maintain the confidentiality and non-use of Confidential Information will survive the termination or expiration of the Agreement. Customer acknowledges and agrees that Quickbase may retain Account Information after the termination or expiration of the Agreement for the sole purpose of administering the account, including billing and fulfilling Quickbase's obligations under the Agreement.

11. SECURITY AND PRIVACY.

11.1. **Data Backup.** Quickbase will follow its standard archival procedures for storage of Customer Data and Customer Applications. In the event of any loss or corruption of Customer Data and Customer Applications, Quickbase will use commercially reasonable efforts to restore the lost or corrupted Customer Data and Customer Applications from the latest backups maintained by Quickbase in accordance with its archival procedures.

11.2. **Privacy and Data Protection.** Customer and Quickbase agree that all issues of data privacy and data protection will be governed by Exhibit E, the DHHS Information Security Requirements exhibit ("**Exhibit E**"), hereby incorporated by reference into this Agreement. Any terms or conditions in this Agreement that conflict with Exhibit E will be null and void and not be binding on either party. To the extent only that they do not conflict with Exhibit E, Quickbase may process personal data for purposes of this Agreement in accordance with the privacy policy (located at <https://www.quickbase.com/privacy>) or the Quickbase data protection addendum (located at <https://www.quickbase.com/data-protection-addendum>) between the parties, as applicable.

11.3. **Data Security.** Quickbase will at all times ensure compliance with Exhibit E. Quickbase will maintain commercially reasonable data security policies intended to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Data, consistent with <http://www.quickbase.com/security-and-compliance>. Upon request, no more than once per year, Quickbase will provide Customer with confidential reports of third-party examinations or audits (such as SOC 1, SOC 2). Before sharing Customer Data with third-party service providers, Quickbase will ensure that the third party maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Data and preventing unauthorized access. Quickbase is not responsible for any person or entity accessing, using, modifying, deleting, or disclosing Customer Data without authorization of Customer when: (a) caused by acts or omissions of Customer (including any User); or (b) Quickbase is in compliance with its security policies, procedures, and controls.

11.4. **Business Associate.** Customer is a Covered Entity or is a Business Associate to a Covered Entity uploading Protected Health Information to the Hosted Service and Customer and is on a qualifying subscription, the New Hampshire Department of Health and Human Services Business Associate Agreement on Exhibit F is hereby incorporated by reference into this agreement. For purposes of this section, Covered Entity, Business Associate,

New Hampshire Department of Health and Human Services

and Protected Health Information have the definitions set forth in the Health Insurance Portability and Accountability Act of 1996 and its respective rules and regulations.

12. SUSPENSIONS.

12.1. **Suspensions.** Quickbase does not pre-screen Customer Data or Customer Applications, but Quickbase will have the right (but not the obligation) to remove any Customer Data and/or Customer Application that violate this Agreement if Quickbase reasonably believes that a violation exists and the parties have not been able to resolve such violation. Additionally, Quickbase reserves the right to immediately suspend Customer's access to and use of all or a portion of its account, the Hosted Services, or any particular Customer Data or Customer Application, as determined by Quickbase in its reasonable discretion: (a) if Customer Data or Customer Application contains illegal or infringing material; (b) is likely to cause significant harm to the Hosted Service or a third party; or (c) as may be required in order to avoid a violation of any applicable law or regulation.

12.2. **Excessive Usage.** Quickbase may stop usage entirely, or reduce the rate that Customer may make system calls if there is an unexpected spike in Customer's use of the Hosted Service compared to customers of a similar size (e.g. a large amount of step runs) or if system calls are returning errors.

12.3. **Failure to Pay.** Quickbase may suspend the Hosted Service and/or any other Services if Customer is more than 15 (fifteen) days past due in its payment of fees.

13. **TERM.** This Agreement commences as of the Effective Date and will remain in effect until all of Customer's Ordering Documents have expired or been terminated in accordance with the terms of this Agreement (each, the "Term"). Each Ordering Document will start on the date specified in the Ordering Document and unless earlier terminated in accordance with this Agreement, will continue for the subscription term or duration set forth therein ("Subscription Term"), including any renewals thereof. Each Subscription Term for Enablement, Support, and Hosted Services will end at the termination of the stated Term in the relevant Ordering Documents. This Agreement may be renewed for successive Terms through an Ordering Document signed by both parties. Notwithstanding the foregoing, if the Customer has obtained access to the Services through an Authorized Source, Customer may be subject to the term and termination provisions contained in Customer's binding written agreement with an Authorized Source, including any Authorized Source Order.

14. **TERMINATION.** Unless otherwise prohibited by law, either party may terminate this Agreement and/or any applicable Ordering Documents: (a) if the other party is adjudicated bankrupt or otherwise seeks to avoid its performance obligations under applicable bankruptcy or insolvency laws; (b) upon the occurrence of a material breach of this Agreement by the other party if such breach is not cured within 30 (thirty) days after written notice identifying the matter constituting the material breach; (c) by either party providing notice to the other party of its intention to non-renew or downgrade at least 30 (thirty) days prior to the renewal date; or (d) upon the occurrence of a material breach of this Agreement due to assignment under Section 22.8 with no further liability to Quickbase. Termination of an individual Ordering Document will not affect any other Ordering Documents then in effect; however, upon an early termination of this Agreement for any reason, all then-current Ordering Documents will terminate, provided however that termination of this Agreement or an Order for Hosted Services will cause the termination of all uncompleted SOWs then being performed pursuant to this Agreement. In the

New Hampshire Department of Health and Human Services

event of the termination or expiration of this Agreement, all licenses and rights granted under this Agreement will terminate automatically, all Service obligations will cease, and Customer will immediately cease using the Hosted Service and all other Services. Any terms which by their nature extend beyond the termination of this Agreement will remain in effect until fulfilled or expired.

15. REPRESENTATIONS AND WARRANTIES.

15.1 **General.** Each party represents and warrants that: (a) it has full power and authority to enter into and perform this Agreement; (b) this Agreement is valid, binding and enforceable in accordance with its terms; (c) the person entering into this Agreement on behalf of an entity has been duly authorized and empowered to enter into this Agreement; and (d) it will perform its obligations or exercise its rights hereunder in conformance with all Applicable Laws. “**Applicable Laws**” means all laws and regulations which are generally applicable to the party’s business.

15.2 **Hosted Service.** Quickbase represents and warrants that: (a) the Hosted Service will be provided substantially in accordance with the terms of this Agreement; and (b) it has taken commercially reasonable efforts to prevent a computer virus, worm, time bomb, logic bomb or other such similar computer program from impacting Customer’s use of the Hosted Service. Quickbase will use commercially reasonable efforts to modify or reperform the Hosted Service so that it conforms to the requirements of this Agreement. The warranty above will not apply: (i) if the Hosted Service is not used in accordance with this Agreement; (ii) if the non-conformity is caused by third-party products or services; (iii) to any modification of the Hosted Service not performed by Quickbase; or (iv) to any combination by Customer of the Hosted Service with third-party products or services.

15.3 **Support Services.** Quickbase will provide Support Services for the Hosted Service substantially in accordance with Exhibit A to this Agreement.

15.4 **Professional Services.** Professional Services will be performed competently in accordance with currently accepted standards and practices for services of a similar nature. Customer must provide Quickbase with written, detailed notice of any alleged breach of this warranty within five (5) business days of the discovery of the alleged breach after completion of the applicable Professional Services. Quickbase’s entire liability and Customer’s sole remedy for Quickbase’s uncured breach of this warranty will be for Quickbase to, at its option: (i) use commercially reasonable efforts to correct that breach; or (ii) refund the portion of any fees received under an Ordering Document that corresponds to that breach.

15.5 **AI Tools.** Quickbase represents and warrants that it has taken commercially reasonable efforts to prevent a computer virus, worm, time bomb, logic bomb or other such similar computer program from impacting Customer’s use of the AI Tools. As Customer’s sole and exclusive remedy, and Quickbase’s sole liability, upon becoming aware of any breach of the foregoing warranty, Quickbase will use commercially reasonable efforts to modify the AI Tools so that they conform to the requirements of this Agreement. The warranty above will not apply: (i) if the AI Tools are not used in accordance with this Agreement; (ii) if the non-conformity is caused by third-party products or services; (iii) to any modification of the AI Tools not performed by Quickbase; or (iv) to any combination by Customer of the AI Tools with third-party products or services.

15.6 **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 15, QUICKBASE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO

New Hampshire Department of Health and Human Services

CUSTOMER, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO ANY MATTER OR SERVICE, AND HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, WORKMANLIKE QUALITY, SYSTEM INTEGRATION, SATISFACTORY QUALITY, TITLE, NON-INFRINGEMENT AND SUITABILITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE OR OTHERWISE, OR THAT ANY SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY SET FORTH HEREIN, ALL SERVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS ONLY AND QUICKBASE DOES NOT REPRESENT OR WARRANT THAT ANY SERVICE WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS OR THAT IT WILL BE TIMELY, SECURE OR ACCURATE. NO ADVICE OR INFORMATION OBTAINED BY CUSTOMER FROM QUICKBASE WILL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, QUICKBASE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND TO CUSTOMER WITH RESPECT TO ANY FAILURE OF QUICKBASE TO MEET ANY EXPRESS WARRANTIES DUE TO ACTS WITHIN THE CONTROL OF CUSTOMER. QUICKBASE DOES NOT WARRANT RESULTS THAT MAY BE OBTAINED OR ACHIEVED AS A RESULT OF ANY PROFESSIONAL SERVICE OR ASSOCIATED SERVICE PACKAGES, OR THAT PROFESSIONAL SERVICES OR DELIVERABLES WILL WORK IN COMBINATION WITH OTHER SOFTWARE OR EQUIPMENT NOT SPECIFIED IN THE APPLICABLE ORDERING DOCUMENT, OR THAT OPERATION OF ANY DELIVERABLE CONSISTING OF SOFTWARE WILL BE FREE OF NON-MATERIAL ERRORS, BUGS OR MINOR INTERRUPTION, OR THAT ALL SUCH ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT QUICKBASE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE HOSTED SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. QUICKBASE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

16. INDEMNIFICATION.

16.1 **Quickbase Indemnification.** Quickbase will defend and indemnify Customer, its employees, officers, agents, directors, subsidiaries, successors and assigns against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third-party claims, suits, or proceedings ("**Claims**") to the extent arising from an allegation that a Service infringes any copyright, patent, trade secret right, or trademark of a third party arising under United States law. In the event that the Service or any part thereof is likely to, in Quickbase's sole opinion, or does become the subject of an infringement-related Claim, Quickbase will have the right to: (a) procure for Customer the right to continue using the Service; (b) modify the Service to make it noninfringing; or (c) terminate this Agreement and provide Customer with a pro-rata refund of any pre-paid fees. Quickbase will have no liability for any Claim or demand arising from: (i) the use or combination of the Service or any part thereof with software, hardware, or other materials not developed by Quickbase if the Service or use thereof would not infringe without such combination; (ii) where changes were made, or actions taken, by Quickbase upon instructions from Customer and liability would not have arisen but for such instructions; (iii) a breach by Customer of any obligation under this Agreement or a use of the Service by Customer or any User in a manner outside the scope of any right granted herein if the Claim would not have arisen but for such breach or unauthorized use; (iv) modification of the Service by or on behalf of Customer; or (v) where Customer continues allegedly infringing activity after being notified thereof in writing or after being informed of or provided with modifications that would have avoided the alleged infringement. **The foregoing states Quickbase's entire liability and Customer's sole and exclusive remedy for intellectual property rights infringement.**

New Hampshire Department of Health and Human Services

16.2 Quickbase Liability Disclaimer. Quickbase, its employees, officers, agents, directors, subsidiaries, successors and assigns hereby disclaim any loss or damage (including reasonable attorneys' fees) incurred in connection with Claims arising out of or related to Customer's breach of this Agreement in regards to (i) Customer Data, (ii) Customer Applications, (iii) any Integrations by Customer in accordance with Section 2.7.2 (Integrations), (iv) an actual or alleged breach or violation by Customer of Section 2 (Hosted Service), Section 10 (Confidentiality); or (v) Customer's failure to comply with all applicable laws and regulations, including privacy regulations.

16.3 Process. The foregoing indemnification obligations are conditioned on the indemnified party: (a) notifying the indemnifying party promptly in writing of such action, (b) reasonably cooperating and assisting in such defense at the indemnifying party's expense; and (c) at indemnifying party's option, giving sole control of the defense and any related settlement negotiations to the indemnifying party to the extent that the defense and settlement includes no cost or liability to the indemnified party. The indemnifying party will not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such Claim against the indemnified party.

17. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, LOST PROFITS OR INCOME, LOSS OF BUSINESS, OR LOSS OF GOODWILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF QUICKBASE OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND REGARDLESS OF HOW CAUSED OR FORESEEABLE; AND (II) EITHER PARTY'S ENTIRE LIABILITY HEREUNDER FROM ANY CAUSE WHATSOEVER WILL BE LIMITED TO DIRECT, PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THREE TIMES THE AMOUNTS PAID OR PAYABLE TO QUICKBASE BY CUSTOMER DURING THE PRIOR 12 (TWELVE) MONTH PERIOD TO WHICH THE APPLICABLE CAUSE OF ACTION AROSE. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION OF LIABILITY IS NOT INTENDED TO LIMIT EITHER PARTY'S LIABILITY FOR WILLFUL MISCONDUCT.

18. INSURANCE. Quickbase will maintain at least the following insurance during the Term: (a) general liability insurance of \$1 million per occurrence and \$2 million in aggregate; (b) automobile insurance of \$1 million per occurrence; (c) umbrella insurance covering (a)-(b) of an additional \$3 million; (d) worker's compensation insurance in accordance with statutory requirements; and (e) technology errors and omissions and cyber insurance of \$3 million. All such coverage will be issued by insurers properly authorized to do business in the jurisdictions in which the Service is performed. Upon request, Quickbase will provide Customer with a certificate of insurance evidencing the applicable coverages set forth herein.

19. FEEDBACK. At its option, Customer may provide feedback, suggestions and/or recommendations about the Service to Quickbase ("**Feedback**"). If Customer provides Feedback, then Quickbase may use such Feedback for itself and other customers, without restriction and without obligation to Customer.

20. PUBLICITY. Intentionally Omitted.

21. NOTICES. All notices under this Agreement will be in writing; delivered by hand, e-mail, certified mail (return receipt requested, postage prepaid) or a nationally recognized next-day courier service (all delivery

New Hampshire Department of Health and Human Services

charges prepaid) to the addresses indicated either below or on the applicable Ordering Document. All notices will be effective upon: (a) receipt by the party to which notice is given; (b) the first day following sending by electronic mail; or (c) on the third (3rd) day following mailing, whichever occurs first. Each party may change its address for receipt of notice by giving notice of such change to the other party. Notwithstanding the foregoing, Customer acknowledges and agrees that Quickbase may send service notices to Customer via email or by posting them on one of Quickbase's webpages, such as service.quickbase.com.

Notice to Quickbase:

By mail: Quickbase, Inc.
Attn: General Counsel
255 State Street
Boston, MA 02109

By e-mail: generalcounsel@quickbase.com

Notice to Customer:

By mail or email: To the contact identified in Customer's most recent Ordering Document.

22. GENERAL.

22.1 Independent Contractors. Quickbase's relationship to Customer is that of an independent contractor, and neither party is an agent or partner of the other and will not represent to any third party that it has any authority to act on behalf of the other.

22.2 Remote Work. Unless otherwise agreed in writing in an applicable Ordering Document, all Services will be provided by Quickbase Personnel remotely from Quickbase offices or other locations, and travel only as mutually agreed in writing. Where Services are performed by Quickbase at Customer's location (or a location managed by Customer), Customer will: (a) complete any facility preparations required for the Services at least two (2) weeks prior to the start of the Services, including preparation of the network infrastructure (equipment, bandwidth, and setup), and procurement and installation of required third-party hardware and/or software; and (b) provide Personnel with appropriate office accommodations, including workspace with broadband Internet access and local telephone extensions for all Personnel, a dedicated Quickbase team room, and equipment/workstations suitably configured to enable Quickbase to provide the Services.

22.3 Infrastructure. Except as expressly set forth in an applicable Ordering Document, Customer will provide and is responsible for all Internet connectivity, internal infrastructure, graphics collateral, and hardware and software necessary to use any Services, including any Deliverables, such as any application deployment within the Customer environment.

22.4 Language. Unless otherwise agreed in writing in an applicable Ordering Document, all Services, including all correspondence and documents, and all Deliverables, will be provided in English, and all meetings will be conducted in English.

New Hampshire Department of Health and Human Services

22.5 **Governing Law; Jurisdiction.** This Agreement will be governed and interpreted by and under the laws of the State of New Hampshire applicable to contracts entered into and wholly performed therein and the parties expressly disclaim the applicability of the United Nations Convention on Contracts for the International Sale of Goods, the Convention on the Use of Electronic Communications in International Contracts, and the Uniform Computer Information Transactions Act. Any disputes arising out of or related to this Agreement or performance hereof, shall be exclusively brought in the federal or state courts in the State of New Hampshire and the parties waive any objections related thereto. Nothing contained within this section, or this Agreement, is intended by the parties, or should be construed, as waiving the State of New Hampshire's sovereign immunity.

22.6 **Jury Trial.** The parties irrevocably waive any right to a trial by jury.

22.7 **Statute of Limitations.** Intentionally Omitted.

22.8 **Assignment.** Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other except that Quickbase may assign this Agreement without Customer's prior written consent in the case of a merger, acquisition or other change of control, and in such event this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Any attempted assignment or transfer in violation of the foregoing will be null and void.

22.9 **Force Majeure.** Any delay in the performance of any duties or obligations of either party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, strike, widespread disease, epidemic, pandemic, quarantines, shortage of materials, fire, earthquake, flood, terrorism, failure of utility or telecommunications providers, denial of service attack, failure of suppliers, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

22.10 **No Third-Party Beneficiaries.** This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party. Only the parties to this Agreement may enforce it.

22.11 **Federal Government End Use Provisions.** If Customer is the U.S. government or any entity acting on its behalf, each Service is licensed as a Commercial Item, as that term is defined at 48 C.F.R. §2.101, and licensed only with those rights as are granted to all other entities or individuals entering into an agreement to use the Service. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Quickbase to determine if there are acceptable terms for transferring such rights, and in such case, enter into a separate addendum signed by both parties specifically conveying such other rights.

22.12 **Export; Anti-Corruption.** Each party will comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports. Both parties agree to fully comply with the provisions of the United States Foreign Corrupt Practices Act ("**FCPA**") and/or the Organization for Economic Cooperation and Development ("**OECD**") prohibiting foreign bribery and improper payments.

New Hampshire Department of Health and Human Services

22.13 Waiver; Remedies. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by an authorized representative of each party. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

22.14 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. A manually or electronically signed copy of this Agreement or any Ordering Document delivered by facsimile, e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of the Agreement or Ordering Document.

22.15 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

22.16 Future Functionality. Customer acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality.

22.17 Miscellaneous; Entire Agreement. Any use of the term "include" or "includes" or "including" will mean "include without limitation," "includes without limitation" and "including without limitation," respectively. This Agreement, the NHPO and the P-37 Terms, together constitute the entire agreement between the parties as to its subject matter, and supersedes all prior agreements, proposals or representations concerning the subject matter of this Agreement. No terms or conditions outside of this Agreement, the NHPO and P-37 Terms will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, and are hereby rejected. No amendment of any provision of this Agreement (or any Ordering Document) will be effective unless in writing and signed by the parties. In the event of a conflict or inconsistency between the terms of this Agreement, the NHPO, the P-37 Terms and any agreement between Customer and an Authorized Source, the terms of this Agreement will control.

IN WITNESS WHEREOF, this Agreement has been duly executed by the undersigned as of the Effective Date.

Quickbase, Inc.

Signed by:
By: [Signature: Shawna Deane]
6779F837FAD349E...
Name: Shawna Deane
Title: VP, Legal
Date: 6/23/2025

Customer: NH DHHS

DocuSigned by:
By: [Signature: Iain Watt]
D778BB63F9704C7...
Name: Iain Watt
Title: Director - DPHS
Date: 6/25/2025

New Hampshire Department of Health and Human Services

New Hampshire Department of Health and Human Services

Exhibit A to the Quickbase Terms of Service

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) sets forth the terms and conditions of the agreement between Quickbase and Customer regarding the Support Services and the availability of the Hosted Service. Capitalized terms not otherwise defined in the Agreement will have the meaning given to them in this SLA. Unless otherwise indicated, all section cross-references are to sections in this SLA. In the event of a conflict between the terms of this SLA or the Agreement, the terms of this SLA will control.

1. DEFINITIONS

The following definitions apply to this SLA:

Availability: the percentage computed by dividing the actual number of minutes that the Hosted Service is available to users in a given Calendar Quarter (as defined below) by the total number of minutes in that Calendar Quarter. Quickbase will not be considered available during any “Outage” (as defined below) except for a “Permitted Outage” (as defined below).

Calendar Quarter: the following intervals, January 1 – March 31; April 1 – June 30; July 1—September 30; October 1—December 31.

Emergency Outage Incident: maintenance required as a result of conditions beyond Quickbase’s reasonable control. Such emergency maintenance may occur at any time, as Quickbase deems necessary, and will be announced on the Quickbase Service Page.

Outage: the period (measured in minutes) during which the Hosted Service is not available to process Quickbase requests.

Planned Outage: an outage incident announced on the Quickbase Service Page prior to the incident date/time.

Permitted Outage: any Outage which is caused by one or more of the following:

- (a) Activities which Customer directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, acts of civil disobedience, acts of war, acts against parties (including third party carriers or other vendors), or a force majeure event, as described in the Agreement;
- (b) Periods of Planned Outages or Emergency Outage Incidents;
- (c) Customer-provided content or programming errors, including content installation and integration;
- (d) Customer’s performance of any activity on customer’s network or computing resources;
- (e) Work performed at Customer’s request (for example, additional technical assistance);
- (f) Lack of availability or untimely response time from Customer to respond to incidents that require its participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite services;
- (g) Customer’s breach of its material obligations under the Agreement;
- (h) Customer’s performance of any technical security integrity review, penetration test, or vulnerability scan; and/or

New Hampshire Department of Health and Human Services

- (i) An event to which Quickbase reasonably believes to the best of its knowledge and experience that there is no alternative but to cause an Outage in order to resolve an issue, if time is of the essence and the appropriate Customer individuals are not contactable. In such instances, Quickbase may cause the Outage. Any such Outage will be for as short a time as possible and will be kept as localized as possible. Quickbase will inform Customer as soon as is reasonably practicable of such Outage.

1.7 **Quickbase Service Page:** <https://service.quickbase.com>.

1.8 **Service Credit:** the following credit based on Availability in a given Calendar Quarter period described below; provided that, if Customer pays an annual fee for the Hosted Service, the monthly hosted Service fee below shall be calculated by dividing the annual fee by 12:

Hosted Service Availability	Service Credit
≥ 99.9%	no Customer credit
< 99.9% and ≥ 99.6%	Customer credit of 1.0% of monthly Hosted Service fee
< 99.6% and ≥ 99.4%	Customer credit of 2.0% of monthly Hosted Service fee
< 99.4% and ≥ 99.2%	Customer credit of 3.0% of monthly Hosted Service fee
< 99.2% and ≥ 99.0%	Customer credit of 4.0% of monthly Hosted Service fee
< 99.0%	Customer credit of 10.0% of monthly Hosted Service fee

2. SERVICE LEVEL AVAILABILITY

Quickbase will use reasonable commercial efforts to ensure that the Hosted Service will be available 99.9% (ninety-nine and nine-tenths percent) of the time, seven (7) days a week, 24 (twenty-four) hours per day, excluding Permitted Outages. For purposes of this SLA, Availability will be calculated at the end of each Calendar Quarter.

3. CUSTOMER SUPPORT

Every annual account will receive base support. This includes access to technical support, Quickbase University, and Quickbase's online builder community. In addition to the basic support, Quickbase offers several optional advanced support packages that Customer may purchase that feature a mix of training and onboarding support, technical consulting, best practices around governance, ongoing CSM engagement for success planning and business impact analysis, and access to our best-in-class Customer technical support.

4. REPORTS

Quickbase will measure and report its average Availability percentage on the Quickbase Service Page. Customer will have the option to sign up for email notifications on the Quickbase Service Page.

5. SERVICE CREDIT PROCESS

If at the end of any Calendar Quarter Availability is less than 99.9%, Customer is eligible to receive a service credit, as detailed in Section 1 above, subject to the following:

5.1 **Eligibility.** Customer will not be eligible for a service credit until the end of the first full Calendar Quarter (a minimum of 90 (ninety) days) has elapsed following execution of this Agreement. In addition, if a single Outage causes an Availability percentage of less than 99.9%, Customer is only eligible for one (1) service credit.

5.2 **Settlement of Credits.** Customer must request credit from Quickbase for any Calendar Quarter in which Availability fell below 99.9% by submitting a support case titled “[Name of company] requesting Quickbase

New Hampshire Department of Health and Human Services

Credit – SLA.”, within 15 (fifteen) days of the end of such Calendar Quarter. Failure to so notify Quickbase will result in loss of Customer’s eligibility for the subject service credit. Quickbase will issue service credits in a subsequent invoice following Customer’s notification to Quickbase and Quickbase’s determination of Customer’s eligibility for such service credit. If a recurring charge for a specific Calendar Quarter period has not been incurred, or for any other reason has been credited or waived, Customer will not be eligible for a service credit for that time period. Should a service credit be earned in the final Calendar Quarter period of Hosted Service provided under the Agreement, Quickbase will apply any credit due against outstanding amounts due and payable to Quickbase under the Agreement, if any, and if no amounts are due and payable to Quickbase, Quickbase will refund the credit amount to Customer.

6. TERMINATION RIGHT

Should System Availability fall below 99.5% for three consecutive Calendar Quarters or below 80% for any Calendar Quarter, Customer may terminate the Agreement for cause in accordance with the termination provision in the Agreement. Customer must notify Quickbase of its intent to terminate within 30 (thirty) days of the end of the applicable Calendar Quarter giving rise to the termination right. Should Customer invoke this termination right, Customer will be entitled to a pro-rata refund of any pre-paid fees; should Customer request such a termination, Customer forfeits the right to claim any service credit to which Customer may otherwise be entitled.

New Hampshire Department of Health and Human Services

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

New Hampshire Department of Health and Human Services

Exhibit E

DHHS Information Security Requirements

A. Definitions

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

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

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

4. "End User" means any person or entity under the Contractor's control (e.g., Contractor, Contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for

New Hampshire Department of Health and Human Services

7. the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.
8. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
9. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
10. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
11. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
12. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
13. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rules, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards. Provided however, that the Contractor must be provided with an opportunity to object to the additional restrictions, and if the Contractor objects on reasonable grounds, the new restrictions shall not apply to Contractor unless and until the parties mutually agree in writing to have such restrictions apply to the Contractor.
4. The Contractor agrees that DHHS data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to DHHS data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, such Confidential Data must be encrypted.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will allow for DHHS to only retain the data and any derivative of the data for the duration of this Contract. After such time, the DHHS will have the ability to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract, and Contractor will destroy the data and any derivative in accordance with the Contractor's backup policies within six months, unless, otherwise required by law or permitted under this Contract. The parties agree:

A. Retention

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

New Hampshire Department of Health and Human Services

B. Disposition

1. Upon receiving a request from DHHS to delete DHHS data, the Contractor will have 30 days to destroy the data, not including data stored in backups, which will be deleted in accordance with the Contractor's backup policies within six months, unless, otherwise required by law or permitted under this Contract. All DHHS Data will be destroyed per NIST 800-88 Rev. 1 Media Sanitization standards.

IV. PROCEDURES FOR SECURITY

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

1. The Contractor will maintain proper security controls to protect DHHS Confidential Information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures designed to protect DHHS Confidential Information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store DHHS Confidential Information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for DHHS, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with DHHS to review all applicable State of New Hampshire and DHHS system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

New Hampshire Department of Health and Human Services

9. The Contractor will work with DHHS at its request to complete a System Management Survey. The purpose of the survey is to enable DHHS and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at DHHS's discretion with agreement by the Contractor, or DHHS may request the survey be completed when the scope of the engagement between DHHS and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any DHHS data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take commercially reasonable measures to prevent future breach and minimize any damage or loss resulting from the breach.
12. Contractor must, or allow means for DHHS to, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data designed to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than industry standards.
14. Contractor agrees to maintain a documented breach notification and incident response process. This includes a confidential information breach, or computer security incident which affects systems provided by the Contractor.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
 - b. safeguard this information at all times.
 - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

New Hampshire Department of Health and Human Services

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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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

VI. PERSONS TO CONTACT

1. NH DHHS Privacy Officer and DHHS Security Officer:
 - a. for all matters relating to information security or privacy including incidents, breaches, data retention or destruction: DHHSInformationSecurityOffice@dhhs.nh.gov
2. QuickBase:
 - a. for all matters relating to information security or privacy: privacy@quickbase.com
 - b. for data destruction certification: privacy@quickbase.com

New Hampshire Department of Health and Human Services

IN WITNESS WHEREOF, the parties hereto have duly executed this **Exhibit E DHHS Information Security Requirements.**

Department of Health and Human Services

Quickbase, Inc.

The State

Name of the Contractor

DocuSigned by:

Signed by:

Iain Watt

Shawna Deane

D778BB63F9704C7...

6779F837FAD349E...

Signature of Authorized Representative

Signature of Authorized Representative

Iain watt

Shawna Deane

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

VP, Legal

Title of Authorized Representative

Title of Authorized Representative

6/25/2025

6/23/2025

Date

Date

New Hampshire Department of Health and Human Services

New Hampshire Department of Health and Human Services

Exhibit F

Business Associate Agreement

New Hampshire Department of Health and Human Services

BUSINESS ASSOCIATE AGREEMENT

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

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

(1) Definitions.

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

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

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. “Constructively Identifiable,” means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. “Protected Health Information” (“PHI”) as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. “Part 2 record” means any patient “Record,” relating to a “Patient,” and “Patient Identifying Information,” as defined in 42 CFR Part 2.11.

New Hampshire Department of Health and Human Services

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 with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. Except where such notification to Covered Entity is prohibited by law or lawful order, 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, if permitted by law or lawful order, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity

New Hampshire Department of Health and Human Services

undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall, if permitted by law or lawful order, resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate.

a. Business Associate implement and allow Covered Entity to implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with the HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall promptly 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 the following:

I. The nature and extent of the protected health information involved, if known to Business Associate, 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;

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 a summary of the findings in a written report to the Covered Entity including information sufficient to allow the Business Associate and Covered Entity to respond to the incident or breach the findings in a

New Hampshire Department of Health and Human Services

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 internal practices, 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 restrictions and conditions on the use and disclosure of PHI at least as restrictive as those contained herein.

h. [Intentionally Deleted]

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

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

k. Business Associate, if known to Business Associate, shall document, or allow Covered Entity to 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

New Hampshire Department of Health and Human Services

responsibility of responding to forwarded requests. Business Associate shall cooperate with Covered Entity in responding to such requests.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall enable Covered Entity to 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 of such PHI in any form or platform, except for copies maintained in backups for six months, which shall be deleted in accordance with Business Associate's backup retention and deletion policies.

l. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy all Customer Data, including PHI, the Business Associate shall certify to Covered Entity that the Customer Data has been destroyed, upon receipt of written request to legal@quickbase.com.

(4) Obligations of Covered Entity

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

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

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

c. Covered Entity shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with the HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

(5) Termination of Agreement for Cause

New Hampshire Department of Health and Human Services

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

(6) Miscellaneous

- a. Definitions, Laws, and Regulatory References. All laws and regulations used, herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Exhibit F, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.
- b. Change in law. Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.
- e. Segregation. If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.
- f. Survival. Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) n.l., the defense and indemnification provisions of section (3) g. and Paragraph 13 of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

New Hampshire Department of Health and Human Services

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

Department of Health and Human Services

Quickbase, Inc.

The State

Name of the Contractor

DocuSigned by:
Iain Watt
D778BB63F9704C7...

Signed by:
Shawna Deane
6779F837FAD349E...

Signature of Authorized Representative

Signature of Authorized Representative

Iain Watt

Shawna Deane

Name of Authorized Representative

Name of Authorized Representative

Director - DPHS

VP, Legal

Title of Authorized Representative

Title of Authorized Representative

6/25/2025

6/23/2025

Date

Date

New PO: The Department of Health and Human Services – Bureau of Contracts and Procurement, Legal Counsel and DHHS Information Services - Information Privacy & Security, reviewed the Software/ Subscription Licensing Agreement terms and conditions for [redacted] approve its submission to the Department of Administrative Services for processing.

Amendment: The Department of Health and Human Services – Bureau of Contracts and Procurement, Legal Counsel and DHHS Information Services - Information Privacy & Security, reviewed the original Software/ Subscription Licensing Agreement terms and conditions for Quickbase, Inc., the terms and conditions have not been modified for this amendment, therefore this amendment is approved for the Department of Administrative Services for processing.

Elizabeth.C.Gillett@dhhs.nh.gov
Digitally signed by Elizabeth.C.Gillett@dhhs.nh.gov
Date: 2026.03.25 12:17:49 -04'00'

DHHS Information Services - Information Privacy & Security
Name: Elizabeth C. Gillett
Title: DHHS Deputy Information Security Officer

Christine A. Morin
Digitally signed by Christine A. Morin
Date: 2026.04.01 13:14:32 -04'00'

Bureau of Contracts and Procurement Legal Counsel
Name
Title



DEPARTMENT OF ADMINISTRATIVE SERVICES
 DIVISION OF PROCUREMENT AND SUPPORT SERVICES
 BUREAU OF PURCHASE AND PROPERTY
 STATE HOUSE ANNEX
 CONCORD, NEW HAMPSHIRE 03301-6398

DATE: 04/29/2026

TO: CHARLES ARLINGHAUS, COMMISSIONER
 DEPT. OF ADMINISTRATIVE SERVICES

Requester: James Cavallini	Agency: Dept of Health and Human Services
Commodity: Software Subscription	Vendor: Quickbase Inc V#544228
RFB/RFP/RFQ (if applicable) RQ 256854	Contract: N/A
Est. Amount: \$215,733.00	


PERMISSION IS HEREBY REQUESTED TO WAIVE THE MANDATORY STATEWIDE CONTRACT USAGE PROVISION OF RSA 21-I:17-C, AND ADMINISTRATIVE RULE 600 FOR THE FOLLOWING REASONS:

The Department of Health and Human Services (DHHS) wishes to waive the use of a statewide software contract(s) to purchase Quickbase software subscription for 200 users direct from manufacturer Quickbase Inc, at a cost of \$215,733.00, for the purpose of cost savings. The contracted vendor SHI quoted the subscription cost at \$227,087.37, purchasing direct from the manufacturer saves the State of New Hampshire \$11,354.37.

The Family Support Data System on the Quickbase platform interfaces with many Public Health programs to capture data and records, demographics, services, outcomes and benchmarks that require federal reporting for grant funding and helps determine TANF eligibility in the NH state plan. The Department has utilized the Quickbase system since 2019 to support data management for contracted Family Resource Centers. In 2025, its use was expanded to other programs in the Division of Public Health's Family and Community Health Program, including Comprehensive Family Support and Kinship Navigation. The Quickbase infrastructure will continue to function as the platform for the maintenance and operation of the Family and Community Health Program's data needs.


DHHS is requesting an off-contract purchase that will result in a cost savings of \$11,354.37 for the Quickbase software subscription. This approval is contingent upon approval from Governor & Executive Council.

SUBMITTED FOR ACCEPTANCE BY:

CET  Digitally signed by Mathew T. Stanton@das.nh.gov Date: 2026.04.29 10:10:51 -04'00'

PA / ADMIN / DEPUTY DIRECTOR
 BUREAU OF PURCHASE AND PROPERTY

APPROVED FOR ACCEPTANCE BY:

 Digitally signed by Gary S. Lunetta@das.nh.gov Date: 2026.04.29 10:36:41 -04'00'

GARY S. LUNETTA, DIRECTOR
 DIVISION OF PROCUREMENT & SUPPORT SERVICES
 ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER
 THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE
 REVISED STATUTES, ANNOTATED 21-I:14, XII.

 5.4.26
CHARLES M. ARLINGHAUS, COMMISSIONER DATE
 DEPARTMENT OF ADMINISTRATIVE SERVICES



Lori A. Weaver
Commissioner

Iain N. Watt
Director

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

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

April 28, 2026

State of New Hampshire
Department of Administrative Services
Bureau of Purchase and Property
25 Capitol Street
Concord, NH 03301

To Director Gary Lunetta,

I am writing to provide justification and approval for the renewal of the Department's existing Quickbase subscription, including the Ultimate Enablement Service Package. This renewal has been reviewed and approved by the Department's security team and does not alter the scope of the original subscription or Exhibit A.

The Department has utilized the Quickbase system since 2019 to support data management for contracted Family Resource Centers. In 2025, its use was expanded to other programs in the Division of Public Health's Family and Community Health Program, including Comprehensive Family Support and Kinship Navigation. A Quickbase subscription was procured on July 31, 2025, (PO #1107912) to support all applicable program data. The Quickbase infrastructure will continue to function as the platform for the maintenance and operation of the Family and Community Health Program's data needs.

This request is to renew the annual subscription and the Ultimate Enablement Service Package from Quickbase for \$215,733, representing a cost savings of \$11,354.37 compared to reseller pricing. The reseller quote was \$227,087.37.

If you have any questions, please contact Athena Cote, Section Chief for the Family and Community Health Program, at Athena.G.Cote@dhhs.nh.gov or (603) 271-4674.

Sincerely,

A handwritten signature in black ink, appearing to read "Iain Watt".

Iain Watt
Director
Division of Public Health

Customer Name: New Hampshire Dept of Health and Human Services
Quote #: Q-96572

Quickbase AE: Evan Winfield
Telephone:
Email: ewinfield@quickbase.com



ORDER FORM

CONTACT INFORMATION	
Bill to: New Hampshire Dept of Health and Human Services ATTN: James R. Fenimore Jr. 129 Pleasant Street Concord, New Hampshire 03301-3852 United States	Ship to: New Hampshire Dept of Health and Human Services ATTN: James R. Fenimore Jr. 129 Pleasant Street Concord, New Hampshire 03301-3852 United States
Phone Number: 603-271-9689 Email: james.r.fenimorejr@dhhs.nh.gov	Phone Number: 603-271-9689 Email: james.r.fenimorejr@dhhs.nh.gov

PAYMENT INFORMATION	
Net Payment Terms: Net 30	Currency: USD
Payment Method: PO	Applicable PO Number, if any:
SUBSCRIPTION INFORMATION	
Subscription Term Start Date: 06-30-2026	Order Effective Date: Subscription Term Start Date
Subscription Term End Date: 06-29-2027	
Written Notice to Cancel Auto Renew: 30 Days	

SUBSCRIPTION PLAN SUMMARY			
Product	Quantity	Billing Frequency	Annual Fees
Enterprise (User - Annual)		Annual	\$161,733.00
Users - Enterprise-User	200		
Ultimate Enablement Service Package	1	Annual	\$54,000.00
TOTAL FEES:			\$215,733.00

Descriptions for certain products listed above are available at <http://www.quickbase.com/product-descriptions>. If purchasing FastField, the following terms apply to the FastField products: <https://www.quickbase.com/fastfield-mobile-forms-addendum>.

Enterprise User includes unlimited Applications, 10GB Application Space, 300GB Attachment Space, 3-year Audit Data Retention, Advanced Encryption, and ALM Sandbox

Terms and Conditions:

The agreement (the "Agreement") between the parties consists of this Order Form and either the Quickbase terms of service set forth at <http://www.quickbase.com/terms-of-service> (the "Terms of Service") as the same may be updated from time to time by Quickbase or, if Customer and Quickbase have entered into a separate signed agreement covering the use and provision of the Quickbase Service, such separate signed agreement. All capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Terms of Service or the separate signed agreement, as applicable.

This quote expires on 05-17-2026



Pricing Proposal
 Quotation #: 27303467
 Created On: 3/18/2026
 Valid Until: 5/15/2026

Description:
 Quickbase renewal

NH-Department of Health and Human Services

James Fenimore Jr

129 Pleasant Street
 Concord, NH 03301
 United States
 Phone:
 Email: James.R.FenimoreJr@dhhs.nh.gov

Inside Account Manager

Kyle Fensterer

300 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-564-8486
 Email: kyle_fensterer@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Enterprise (User - Annual) Quickbase Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 8003473 Coverage Term: 6/30/2026 - 6/29/2027 Note: QTY 200	1	\$170,245.26	\$170,245.26
2 Ultimate Enablement Service Package Quickbase Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: 8003473 Coverage Term: 6/30/2026 - 6/29/2027	1	\$56,842.11	\$56,842.11
Total			\$227,087.37

Additional Comments

- Descriptions for certain products listed above are available at <http://www.quickbase.com/product-descriptions>. If purchasing FastField, the following terms apply to the FastField products: <https://www.quickbase.com/fastfield-mobile-forms-addendum>.
- The agreement (the "Agreement") between the parties consists of either the Quickbase terms of service set forth at <http://www.quickbase.com/terms-of-service> (the "Terms of Service") as the same may be updated from time to time by Quickbase or, if you and Quickbase have entered into a separate signed agreement covering the use and provision of the Quickbase Service, such separate signed agreement.

Enterprise User includes unlimited Applications, 10GB Application Space, 300GB Attachment Space, 3-year Audit Data Retention,