



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES



OFFICE OF IMPROVEMENT, INTEGRITY, AND INFORMATION

Nicholas A. Toumpas  
 Commissioner

William L. Baggeroer  
 Chief Information Officer

INFORMATION TECHNOLOGY UNIT

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-4814 1-800-852-3345 Ext. 4814  
 Fax: 271-7100 TDD Access: 1-800-735-2964

May 12, 2010

His Excellency, Governor John H. Lynch  
 and the Honorable Executive Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services (DHHS), Office of Improvement, Integrity and Information (OIII), to enter into an agreement with the Massachusetts eHealth Collaborative, Vendor # TBD, 860 Winter Street, Waltham, Massachusetts 02451 for State Level Health Information Exchange Assessment and Planning (SL HIEAP) consulting services in an amount not to exceed \$550,000 to be effective June 1, 2010 or date of Governor and Council approval.

Funding is available in SFY 2010 and 2011, by Governor and Executive Council approval on March 24, 2010 (Item#65) to accept and expend American Recovery and Reinvestment Act of 2009 funds from the United States Department of Health and Human Services, Office of the National Coordinator for Health Information Technology, with authority to adjust encumbrances between each of the State fiscal years through the Budget Office if needed and justified.

05-95-95-952010-0917 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: COMMISSIONER, OFFICE OF PROGRAM SUPPORT, HEALTH INFORMATION EXCHANGE

State Fiscal Year	Class/Object Code	Class Title	Amount
2010	102-500731	Contract for Program Services	\$87,500
2011	102-500731	Contract for Program Services	<u>\$462,500</u>
			\$550,000

## EXPLANATION

Funds in this agreement will be used to procure consulting services from the Massachusetts eHealth Collaborative to support the Department of Health and Human Services in the State Level Health Information Exchange Assessment, Planning and Design Project (SL HIEAPD). The SL HIEAPD project is funded by an American Recovery and Reinvestment Act of 2009 Grant through the United States Department of Health and Human Services, Office of the National Coordinator for Health Information Technology. The Massachusetts eHealth Collaborative will provide services to enable DHHS to develop the ONC required Strategic and Operational Plan through collaboration with stakeholders through out the state.

The SL HIEAPD is a four-year initiative lead by the NH Department of Health and Human Services (NH DHHS) to plan and implement a New Hampshire health information exchange system (NH HIE). The goal of the project is to establish a mechanism to electronically link health care providers in order to share patient-centric information in a timely, secure, and confidential manner. NH is well positioned to undertake this task, in that many NH providers are using electronic medical records but lack the connectivity needed for the universal sharing of this information.

Evidence suggests that such sharing will improve health outcomes, reduce the rate of medical errors, and help to control health care costs. NH DHHS will approach this project by developing both a strategic plan and an operational plan. The strategic plan will define the project vision, goals, objectives, and strategies that will guide the creation of the NH HIE. This strategic plan will be created in concert with key stakeholders (including, but not limited to, health care practitioners, insurers, legislators, pharmacists, long term care providers, and privacy advocates) and will include specific opportunities for public input. The strategic plan will address key components needed for the successful operation of an HIE, including governance, financial, technical infrastructure, business/technical operations, and legal/policy matters. Once a strategic direction is established, an operational plan will prepared that will describe in detail how the strategic plan will be executed. As part of the planning process, consideration will be given to partnering with neighboring states who already have an HIE program. The implementation of the NH HIE will be phased in over several years. The initial implementation towards a statewide HIE capability is expected to occur before January 1, 2012.

The State Level Health Information Exchange Assessment, Planning and Design Project (SL HIEAPD) Request for Proposal Number (RFP) 2010-080 was issued on March 10, 2010. Advertisement in a statewide newspaper was through Legal Notices published in the Union Leader from March 15, 2010 through March 17, 2010. In addition, the RFP was posted on the following websites: Department of Administrative Services, the Department of Health and Human Services and the Office of Economic Stimulus.

The DHHS received ten (10) responses to the SL HIEAPD RFP Number 2010-080. Four internal DHHS reviews and one external reviewer from the University of the New Hampshire evaluated the proposals. The reviewers based their evaluation criteria on the bidders proposed solution, technical services, project management, company and staff qualification and pricing. Because one proposal did not meet the minimum qualifications, the bid not evaluated further. After reviewing and scoring the nine (9) remaining bids, the top five (5) applicants were invited to Oral Presentations on April 22, 2010. The Massachusetts eHealth Collaborative was selected

as the applicant with the highest score based on their original proposal and oral presentation. The Request for Proposal scoring summary is attached.

The following performance measures will be used to measure the effectiveness of the agreement with the Massachusetts eHealth Collaborative

- Facilitation of Sub-Teams and Recommendations on Strategic Options: subject to approval by Sub-Team members that includes internal DHHS stakeholders, Legislators, the Governor's Office and stakeholders through out the New Hampshire Health Care Community.
- Interim Health Information Exchange Planning and Implementation Project (HIEPI) Strategic and Operation Plan are subject to approval by the SL HIEAPD Steering Committee Leadership Team.
- Final HIEPI Strategic and Operations Plan subject to approval by the awarding agency, the United States Department of Health and Human Services, Office of the National Coordinator for Health Information Technology.

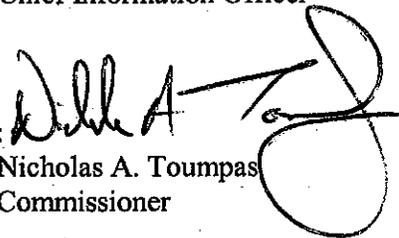
Geographic Area to be Served: Statewide.

Source of Funds: The current agreement is funded by 100% ARRA Federal Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support this service.

Respectfully submitted,

  
William L. Baggeroer  
Chief Information Officer

Approved by:   
Nicholas A. Toumpas  
Commissioner





STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN  
 SERVICES



OFFICE OF IMPROVEMENT, INTEGRITY, AND  
 INFORMATION

INFORMATION TECHNOLOGY UNIT

Nicholas A. Toumpas  
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May 12, 2010

Peter Hastings  
 Interim Chief Information Officer  
 Department of Information Technology  
 27 Hazen Drive  
 Concord, NH 03301

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Geographic Area to be Served: Statewide.

Source of Funds: The current agreement is funded by 100% ARRA Federal Funds.

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Respectfully submitted,

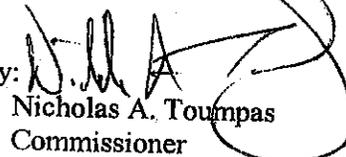


William L. Baggeroer  
Chief Information Officer



Steven Kelleher  
Director, Application  
Development, Department of  
Information Technology

Approved by:



Nicholas A. Tompkins  
Commissioner

Contract Number: 2010-080

*The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.*



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

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

**Peter C. Hastings**  
*Interim Commissioner*

May 12, 2010

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

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's enter into a contract with, the Massachusetts eHealth Collaborative, of Waltham, Massachusetts in response to Request for Proposal (RFP) # 2010-080: Project Name: State Level Health Information Exchange Assessment and Planning (SL HIEAP), as described below and referenced as DoIT No. 2010-080.

The SL HIEAPD is a four-year initiative lead by the NH Department of Health and Human Services (NH DHHS) to plan and implement a New Hampshire health information exchange system (NH HIE). The goal of the project is to establish a mechanism to electronically link health care providers in order to share patient-centric information in a timely, secure, and confidential manner. The contract includes consulting services in an amount not to exceed \$550,000 to be effective June 1, 2010 or date of Governor and Council approval.

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

Sincerely,

A handwritten signature in black ink that reads "Peter C. Hastings".

Peter C. Hastings

PCH/ltn  
Contract #2010-080  
RID #9789

cc: William Baggereor, DHHS  
Leslie Mason, DoIT

2010-080 DHHS SLEAPD RFP

Company	Company Address	Proposed Solution 35 Points (Segment 1 Only)	Technical Services & Project Management 25 Points	Company and Staff Qualifications 10 Points	Rates and Pricing 30 Points	TOTAL 100 Pts Max
Accreon	New Brunswick, Canada	18.2	15.6	5.2	16.7	55.7
BDMF	Portland, Maine	20.4	17.6	6.0	22.3	66.3
CNSI	Rockville, Maryland New York City, New York	14.0	11.0	4.6	1.7	31.3
Courtyard Group	New York City, New York	22.4	16.6	4.8	19.0	62.8
FOX Systems	Scottsdale, Arizona	24.8	19.8	6.0	16.6	67.2
MAEHC	Waltham, Massachusetts	33.6	24.4	8.8	17.4	84.2
Maximus	Reston, Virginia	17.8	12.6	4.4	20.0	54.8
Navigant	Chicago, Illinois	13.8	11.0	4.6	12.7	42.1
PCG Technology Solutions	Portsmouth, New Hampshire	22.4	16.6	5.8	18.1	62.9
Strategies for Tomorrow	Indianapolis, Indiana	0.0	0.0	0.0	0.0	0.0
0	0	0.0	0.0	0.0	0.0	0.0
Max Points						84.2

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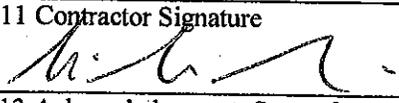
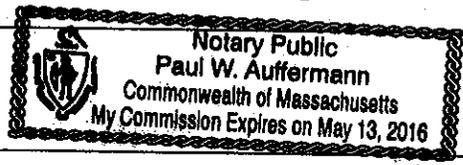
Name	Job Title	Department/Agency	Qualifications
William Baggeroer	Chief Information Officer	DHHS/Office of Improvement, Integrity and Information	Mr. Baggeroer's background includes being a Chief Information Officer for several companies and as a Information Technology consultant.
Patrick Miller	Research Associate Professor	University of New Hampshire, New Hampshire Institute for Health Policy & Practice	Mr. Miller joined UNH in September 2006. He has worked on information technology projects for the NH Citizens Health Initiative, including the statewide ePrescribing project and the development of a statewide strategic plan for health information technology and exchange to support Governor Lynch's Executive Order.
Brook Dupree	Chief, Bureau of Public Health Information	DHHS/Division of Public Health Services	Over thirty (30) years of State Service acting in management including the Office of Operations Support and the Division of Public Health Services.
Andrew Chalsma	Chief, Bureau of Data and Systems Management	DHHS/Office of Medicaid Business and Policy	Over ten (10) years of State Service acting in management roles including the Office of Medicaid Business and Policy.
Shanthi Venkatesan	Administrator-Finance/ARRA	DHHS/Office of Business Operations	Over fifteen (15) years of State Service acting in management roles including the Office of Business Operations.

(01/09)

**STATE OF NEW HAMPSHIRE  
HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE ASSESSMENT, PLANNING  
AND DESIGN PROJECT  
CONTRACT 2010-080  
CONTRACT AGREEMENT**

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

**GENERAL PROVISIONS**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street	
1.3 Contractor Name Massachusetts eHealth Collaborative		1.4 Contractor Address 860 Winter Street, Waltham MA 02451	
1.5 Contractor Phone Number (781) 434-7908	1.6 Account Number 010-095-0917-102	1.7 Completion Date June 30, 2011	1.8 Price Limitation \$550,000
1.9 Contracting Officer for State Agency William L. Baggeroer		1.10 State Agency Telephone Number (603) 271-8160	
1.11 Contractor Signature 		1.12 Name & Title of Contractor Signatory MICKY TRIPATHI	
1.13 Acknowledgement: State of _____, County of <u>Middlesex</u> On <u>5/5/10</u> , before the undersigned officer, personally appeared the person identified in block 1.12 or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [seal] <u>Paul W. Auffermann</u>			
1.13.2 Name & Title of Notary or Justice of the Peace <u>Paul W. Auffermann</u>			
1.14 State Agency Signature(s) <u>William L. Baggeroer</u>		1.15 Name/Title of State Agency Signatory William L. Baggeroer/Chief Information Officer	
1.16 Approval by N.H. Department of Administration, Division of Personnel (if applicable) _____			
By: _____ Director, On: _____			
1.17 Approval by Attorney General (Form, Substance and Execution) By: <u>Rebecca L. Woodard</u> <u>Attorney</u> Assistant Attorney General, On: <u>5/13/10</u>			
1.18 Approval by the Governor & Council By _____ On: _____			

2010-080 Contract-Statement of Work

Initial All Pages:

Massachusetts eHealth Collaborative's initials: ADT

5/4/2010

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2010-080 Contract-Statement of Work

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Massachusetts eHealth Collaborative's initials: MT

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
State Level Health Information Exchange Assessment, Planning and Design Project  
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DEPARTMENT OF HEALTH AND HUMAN SERVICES  
State Level Health Information Exchange Assessment, Planning and Design Project  
CONTRACT 2010-080  
STATEMENT OF WORK

**TERMS AND DEFINITIONS**

Capitalized terms used in the Contract shall have the meanings given below:

Acceptance	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Agency	"Agency" shall mean any board, Department, commission, hospital, sanitarium, home, library, school, college, prison or other institution conducted or operated by or for the State of New Hampshire, per reference RSA 21-I:11.
Agreement	A contract duly executed and legally binding.
American Recovery and Reinvestment Act (ARRA)	On February 17, 2009, the President of the United States signed the American Recovery and Reinvestment Act of 2009 (ARRA).
Centers for Medicare and Medicaid Services (CMS)	The HITECH Act authorizes the Centers for Medicare & Medicaid Services (CMS) to administer <u>State Health Information Exchange Cooperative Agreements Program</u> .
Certification or Certify	The Contractor's written Certification and full supporting and written Documentation (including without limitation test results as applicable) that the Contractor has completed development of the Deliverable and certified its readiness for applicable Review.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure.
Contract	Contract means a binding legal agreement between the State of New Hampshire and the Contractor. The Contract includes, without limitation, the Request for Proposal, the Offer submitted in response to the RFP, the Contract Award, the standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto.
Contract Conclusion	Refers to the conclusion of Contracts, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Statement of Work, Section 1.1)
Contract Managers	The persons identified by the State and the Vendor who shall be responsible for all Contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the State in all Contract administration activities.
Contract Term	The period of services procured through the Request for Proposal as specified in Section 1.3.

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Contractor or Contracted Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Data	records, files, forms, electronic information, and other documents or information.
DBA	Database Administrator
Deficiencies	A failure, deficiency, or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.
Deliverables	A Deliverable is any Written, or Non-Software Deliverable (letter, report, manual, book, other), provided by Vendor to the State or under the terms of a Contract requirement.
Department	Agency of the State
Department of Information Technology (DoIT)	The State of New Hampshire, Department of Information Technology, established under RSA 4-D within the Office of the Governor.
DHHS	Refers to the State of New Hampshire, Department of Health and Human Services.
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
Domains	The Office of the National Coordinator for Information Technology has five (5) required Domains. States are required to plan, implement and evaluate activities across all five HIE domains: Governance, Legal, Technical Infrastructure, Business and Technical Operations, and Legal/Policy.
Effective Date	The date on which an agreement, such as a Contract, takes effect.
Electronic Health Record (EHR)	For purposes of this Request for Proposal, "electronic health record", "certified EHR" and "certified EHR technology" have been used interchangeably to signify electronic health record certified pursuant to Section 3001(c)(5) of the Public Health Service Act as added by the ARRA.
Electronic Medical Record (EMR)	An electronic record of health-related information regarding an individual that conforms to nationally recognized interoperability standards and that can be created, gathered, managed, and consulted by authorized clinicians and staff within one health care organization.
Eligible professional (EP)	Social Security Act 1903(t)(3)(B), as added by ARRA, defines an eligible professional for Medicaid health IT incentives as a physician, dentist, certified nurse mid-wife, nurse practitioner, or a physician assistant practicing in a rural health clinic or FQHC that is led by a physician assistant, if he/she meets the criteria set forth in SSA 1903(t)(2)(A) as added by ARRA.
Firm Fixed Price Contract	A firm-fixed-price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of the Contractor's cost experience in performing the Contract

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 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 State Level Health Information Exchange Assessment, Planning and Design Project  
 CONTRACT 2010-080  
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Fully loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, airfare, car rentals, car mileage, and out of pocket expenses.
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Health Information Exchange (HIE)	For purposes of this Request for Proposal, "Health Information Technology" or "HIE" is used to mean the electronic movement of health-related information among organizations according to nationally recognized standards.
Health Information Exchange Planning and Implementation (HIEPI) Project	The initiative lead by NH DHHS to plan and implement a New Hampshire Health Information Exchange capability (NH HIE).
Health Information Organization (HIO)	An organization that oversees and governs the exchange of health-related information among organizations according to nationally recognized standards.
Health Information Technology (HIT)	Certified EHRs and other technology and connectivity required to meaningfully use and exchange electronic health information.
Health Information Technology for Economic and Clinical Health (HITECH) Act	The American Recovery and Reinvestment Act of 2009 (ARRA) statute includes The Health Information Technology for Economic and Clinical Health Act of 2009 (the HITECH Act) that sets forth a plan for advancing the appropriate use of health information technology to improve quality of care and establish a foundation for health care reform.
Health Insurance Portability and Accountability Act (HIPAA)	The United States Office for Civil Rights enforces the HIPAA Privacy Rule, which protects the privacy of individually identifiable health information; the HIPAA Security Rule, which sets national standards for the security of electronic protected health information; and the confidentiality provisions of the Patient Safety Rule, which protect identifiable information being used to analyze patient safety events and improve patient safety.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information, telecommunications, and various audio and video technologies.
Invoking Party	In a dispute, the party believing itself aggrieved.
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
Meaningful Use	Under the HITECH Act, an eligible professional or hospital is considered a "meaningful EHR user" if they use certified EHR technology in a manner consistent with criteria to be established by the Secretary through the rulemaking process, including but not limited to e-prescribing through an EHR, and the electronic exchange of information for the purposes of quality improvement, such as care coordination.

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New Hampshire (NH)	The State of New Hampshire.
New Hampshire Health Information Exchange Strategic and Operational Plans	The State of New Hampshire plan required by the US HHS Office of the National Coordinator.
Non Exclusive Contract	A Contract executed by the State that does not restrict any State Agencies from seeking alternative sources for the product or Service.
Non-Software Deliverables	Deliverables that are not Software Deliverables, e.g., meetings, help support, Services, other.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, July 4 <sup>th</sup> , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates shall be provided.
Not to Exceed (NTE)	Conditions for a Note to Exceed (NTE) Contract are listed in the Statement of Work, Section 1.4.
Notice to Proceed (NTP)	The State Contract Manager’s direction to the Contracted Vendor to begin work on the Contract on a given date and time.
Office of the National Coordinator (ONC)	The Office of the National Coordinator for Health Information Technology (ONC) was statutorily created by the HITECH Act within the U.S. Department of Health and Human Services (HHS).
Order of Precedence	The order in which Contract Activities/Documents preside in the event of a conflict or ambiguity.
Personal Health Record (PHR)	An electronic record of health-related information regarding an individual that conforms to nationally recognized interoperability standards and that can be drawn from multiple sources while being managed, shared, and controlled by the individual.
PHI	The HIPAA Privacy Rule requires that covered entities apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), in any form. See 45 CFR 164.530(c).
Project	The planned undertaking regarding the entire subject matter of an RFP Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by Vendor to ensure a successful Project.
Project Managers	The persons identified who shall function as the State’s and Vendor’s representative with regard to Review and Acceptance of Contract Deliverables, invoice sign off, and Review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP).
Project Segment	The Project has been divided into two Project Segments as listed in the Statement of Work, Sections 1.3 and 1.4.
Project Team	The group of State employees and consultants responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Project Plan on time, on budget and to the required Specifications and quality.

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Project Work Plan	The overall plan of activities for the Project created in accordance with the Contract. Each revision to the Project Work Plan accepted by the State shall be incorporated herein by reference upon its Acceptance by the State.
Proposal	The submission from a Contractor in response to the RFP.
Protected Health Information (PHI)	The HIPAA Privacy Rule requires that covered entities apply appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information (PHI), in any form. See 45 CFR 164.530(c).
Public Health Information Network (PHIN)	The CDC Public Health Information Network (PHIN) is a national initiative to improve the capacity of public health to use and exchange information electronically by promoting the use of standards and defining functional and technical requirements.
Purchase and Property	The State of New Hampshire, Department of Administrative Services, Bureau of Purchase and Property: <a href="http://admin.state.nh.us/purchasing">http://admin.state.nh.us/purchasing</a> .
Review	The process of Reviewing Deliverables for Acceptance.
Review Period	The period set for Review contained in the Statement of Work for a Deliverable. If none is specified then five (5) business days shall apply.
RFP (Request for Proposal)	A Request For Proposal which solicits Vendor Proposals to satisfy State functional requirements by supplying Data processing product and/or Service resources according to specific terms and conditions.
Schedule	The dates described in the Project Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Segment 1 and Segment 2	The Project has been divided into two Project Segments as listed in the Statement of Work, Sections 1.3 and 1.4.
Services	The work or labor to be performed by the Contracted Vendor on the Project as described in the Contract.
SLHIEAPD	State Level Health Information Exchange Assessment, Planning and Design Project.
Solution	The Solution consists of the total solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written Specifications that set forth the requirements which include, without limitation, this RFP, the Proposal, the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.

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State	STATE is defined as: State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord, NH 03301 Reference to the term "State" shall include applicable Agencies.
State Confidential Records	State's information, regardless of its form, that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to New Hampshire RSA Chapter 91-A.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year	The New Hampshire State Fiscal Year extends from July 1 <sup>st</sup> through June 30 <sup>th</sup> of the following calendar year.
State Grants to Promote Health Information Technology (State Health Information Exchange Cooperative Agreements Program)	Authorized by Section 3013 of the Public Health Service Act as amended by ARRA - to promote health information exchange (HIE) that will advance mechanisms for information sharing across the health care system.
State HIE Plan	The New Hampshire Health Information Exchange Strategic and Operational Plans is also referred to as the State HIE Plan. This term is referenced in the RFP including Section 1.6, Section 1.7 and Appendix C-4.
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable State and federal laws and regulations, including but not limited to RSA Chapter 91-A.
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for Review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Vendor. The SOW defines the results that Vendor remains responsible and accountable for achieving.
Sub Team	The Health Information Exchange Assessment, Planning and Design Project is establishing Sub Teams that are responsible for portions of the project.
Subcontractor	A person, partnership, or company not in the employment of or owned by the Contractor, which is performing Services under this Contract under a separate Contract with or on behalf of the Contractor.
System	All Software, specified hardware, and interfaces and extensions, integrated and functioning together in accordance with the Specifications.
TBD	To Be Determined.
Term	Period of the Contract from the Effective Date through June 30, 2011.

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Vendor	The vendor whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract.
Written Deliverables	Non-Software written Deliverable Documentation (letter, report, manual, book, other) provided by Vendor either in paper or electronic format.

This Contract is by and between the State of New Hampshire, acting through the Department of Health and Human Services ("State"), and Massachusetts eHealth Collaborative, a Non-Profit Corporation, ("Contractor abbreviation"), having its principal place of business at 860 Winter Street, Waltham MA.

The New Hampshire Health Information Exchange Planning and Implementation Project (HIEPI) is a four year initiative lead by NH DHHS to plan and implement a New Hampshire Health Information Exchange capability (NH HIE). Funding for this Project is to be provided by the ARRA State HIE Cooperative Agreement Program. The goal of the Project is to establish a mechanism to electronically link health care providers in order to share patient-centric information in a timely, secure, and confidential manner.

**RECITALS**

The State desires to have Massachusetts eHealth Collaborative provide a State Level Health Information Exchange Assessment, Planning and Design Project, and associated Services for the Department of Health and Human Services;

Massachusetts eHealth Collaborative wishes to provide a State Level Health Information Exchange Assessment, Planning and Design Project and associated Services for the State.

The parties therefore agree as follows:

**1. CONTRACT DOCUMENTS**

**1.1 Contract Documents**

This Contract is comprised of the following documents (Contract Documents):

- a. The Statement of Work
- b. Exhibit A      Contract Deliverables
- c. Exhibit B      Price and Payment Schedule
- d. Exhibit C      Special Provisions
- e. Exhibit D      Administrative Services
- f. Exhibit E      Not used
- g. Exhibit F      Not used

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- h. Exhibit G Not used
- i. Exhibit H Not used
- j. Exhibit I Work Plan
- k. Exhibit J Not used
- l. Exhibit K Warranty and Warranty Services
- m. Exhibit L Not used
- n. Exhibit M Agency RFP with Addendums, by reference
- o. Exhibit N Contractor Proposal, by reference
- p. Exhibit O Certificates and Attachments
- q. Exhibit P Certification Regarding Drug-Free Workplace Requirements
- r. Exhibit Q Certification Regarding Lobbying
- s. Exhibit R Certification Regarding Debarment, Suspension and Other Responsibility Matters
- t. Exhibit S Certification Regarding The Americans with Disabilities Act Compliance
- u. Exhibit T Certification Regarding Environmental Tobacco Smoke
- v. Exhibit U Health Insurance Portability and Accountability Act Business Associate Agreement

**1.2 Order of Precedence**

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

- a. *The State of New Hampshire Terms and Conditions*, as stated in Appendix G, Section G-4 of the RFP and the *General Contract Requirements*, as stated in the RFP Section 6.
- b. State of New Hampshire, Department of Health and Human Services, Contract 2010-080.
- c. RFP 2010-080 State Level Health Information Exchange Assessment, Planning and Design Project, dated March-10-2010, with addendum(s) 1, 2, 3, 4, 5 and 6 incorporated; then
- d. The Contractor Proposal dated April 5, 2010.
- e. *The IT Project Required Work Procedures*, Section G-2 of the RFP

**1.3 Non-Exclusive, FIRM FIXED PRICE and NOT TO EXCEED Contract**

This is a Non-Exclusive, Firm Fixed Price (FFP) and Time and Materials Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract. The Firm Fixed Price (FFP) portion of the Contract is for Segment 1 that extends from the Effective Date through October 31, 2010 with a FFP of \$350,000.

The State may, at its discretion, retain other contractors to provide Services or Deliverables procured under this Contract. Massachusetts eHealth Collaborative shall not be responsible for any delay, act, or omission of such other contractors, except that Massachusetts eHealth Collaborative shall be responsible for any delay,

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act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Massachusetts eHealth Collaborative.

**1.4 Not to Exceed Portion of the Contract**

The Time and Materials Not to Exceed portion of the Contract is for Segment 2 that extends from November 1, 2010 through June 30, 2011. Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments for Segment 2 of the Contract exceed \$200,000.

**2. CONTRACT TERM**

**2.1 Term**

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through June 30, 2011. The Term may be extended for additional periods of one year, ("Extended Term") at the sole option of the State, subject to the parties prior written agreement on applicable fees for each extended term, up to but not beyond June 30, 2012.

Massachusetts eHealth Collaborative shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Massachusetts eHealth Collaborative to commence work prior to the Effective Date; however, if Massachusetts eHealth Collaborative commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Massachusetts eHealth Collaborative. In the event that the Contract does not become effective, the State shall be under no obligation to pay Massachusetts eHealth Collaborative for any costs incurred or Services performed.

Time is of the essence in the performance of Massachusetts eHealth Collaborative's obligations under the Contract.

**3. COMPENSATION**

**3.1 Contract Price**

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

#### 4. CONTRACT MANAGEMENT

The Project will require the coordinated efforts of a Project Team consisting of both Massachusetts eHealth Collaborative and State personnel. Massachusetts eHealth Collaborative shall provide all necessary resources to perform its obligations under the Contract. Massachusetts eHealth Collaborative shall be responsible for managing the Project to its successful completion.

##### 4.1 Massachusetts eHealth Collaborative Contract Manager

Massachusetts eHealth Collaborative shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Massachusetts eHealth Collaborative's Contract Manager is: Chris Matarazzo.

Chris Matarazzo  
Vice President of Operations  
Massachusetts eHealth Collaborative  
860 Winter Street  
Waltham, MA 02451  
Tel: (781) 434-7908  
Fax: (781) 434-7720  
Email: cmatarazzo@maehc.org

##### 4.2 Massachusetts eHealth Collaborative Project Manager

###### 4.2.1 Contract Project Manager

Massachusetts eHealth Collaborative shall assign a Project Manager who meets the requirements of the Contract, including but not limited to, the requirements set forth in the RFP. Massachusetts eHealth Collaborative's selection of the Massachusetts eHealth Collaborative Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Massachusetts eHealth Collaborative Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Massachusetts eHealth Collaborative's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

4.2.2 Massachusetts eHealth Collaborative Project Manager shall have full authority to make binding decisions under the Contract, and shall function as Massachusetts eHealth Collaborative's representative for all administrative and management matters. Massachusetts eHealth Collaborative's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Massachusetts eHealth Collaborative's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Massachusetts eHealth Collaborative's Project Manager must work diligently and use his/ her best

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efforts on the Project. Massachusetts eHealth Collaborative's Project Manager must be qualified to perform the obligations required of the position under the Contract.

**4.2.3** Massachusetts eHealth Collaborative shall not change its assignment of Massachusetts eHealth Collaborative Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Massachusetts eHealth Collaborative's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Massachusetts eHealth Collaborative Project Manager being replaced; meet the requirements of the Contract, (including but not limited to, the requirements set forth in RFP); and be subject to reference and background checks described above in SOW Section 4.2.1: *Contract Project Manager*, and in SOW Section 4.10: *Background Checks*, below. Massachusetts eHealth Collaborative shall assign a replacement Massachusetts eHealth Collaborative Project Manager within ten (10) business days of the departure of the prior Massachusetts eHealth Collaborative Project Manager, and Massachusetts eHealth Collaborative shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Massachusetts eHealth Collaborative Project Manager.

**4.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Massachusetts eHealth Collaborative in default and pursue its remedies at law and in equity, if Massachusetts eHealth Collaborative fails to assign a Massachusetts eHealth Collaborative Project Manager meeting the requirements and terms of the Contract.

**4.2.5** The Massachusetts eHealth Collaborative Project Manager is:

Mark Belanger  
Project Manager  
Massachusetts eHealth Collaborative  
860 Winter Street  
Waltham, MA 02451  
Tel: (781) 434-7908  
Fax: (781) 434-7720  
Email: mbelanger@maehc.org

### **4.3 Massachusetts eHealth Collaborative Key Project Staff**

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- 4.3.1 Massachusetts eHealth Collaborative shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in RFP Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Vendor Response Checklist*. The State may conduct reference and background checks on Massachusetts eHealth Collaborative Key Project Staff. The State reserves the right to require removal or reassignment of Massachusetts eHealth Collaborative's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with SOW Section 4.10: *Background Checks*.
- 4.3.2 Massachusetts eHealth Collaborative shall not change any Massachusetts eHealth Collaborative Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Massachusetts eHealth Collaborative Key Project Staff will not be unreasonably withheld. The replacement Massachusetts eHealth Collaborative Key Project Staff shall have comparable or greater skills than Massachusetts eHealth Collaborative Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the requirements set forth in RFP Appendix C: *System Requirements and Deliverables* and be subject to reference and background checks described above in SOW Section 4.3.1 and in SOW Section 4.10: *Background Checks*,
- 4.3.3 Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Massachusetts eHealth Collaborative in default and to pursue its remedies at law and in equity, if Massachusetts eHealth Collaborative fails to assign Key Project Staff meeting the requirements and terms of the Contract.

4.3.3.1 Massachusetts eHealth Collaborative Key Project Staff shall consist of the following individuals in the roles identified below:

**Massachusetts eHealth Collaborative Key Project Staff:**

<u>Key Member(s)</u>	<u>Title</u>
Micky Tripathi	Project Officer
Mark Belanger	Project Manager
LeRoy Jones	Sub-Team Lead-Technical Infrastructure
Tim Andrews	Sub-Team Lead: Business and Technical Operations
Ann Waldo	Sub-Team Lead: Legal and Policy

#### 4.4 State Contract Manager

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

Grant Beckman  
State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-7101  
Fax: (603) 271-7100  
Email: gbeckman@dhhs.state.nh.us

#### 4.5 State Project Manager

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

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

The State Project Manager is:

William L. Baggeroer  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-8160  
Fax: (603) 271-7100  
Email: william.baggeroer@dhhs.state.nh.us

#### 4.6 State Meetings and Reports

The State believes that effective communication and reporting is essential to Project success.

Massachusetts eHealth Collaborative Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

**Introductory Meeting:** Participants will include Massachusetts eHealth Collaborative Key Project Staff and State Personnel from both the Department of Health and Human Services and

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the Department of Information Technology. This meeting will enable leaders to become acquainted and establish any preliminary Project procedures.

**Kickoff Meeting:** Participants will include the Project Team and major stakeholders. This meeting is to establish a sound foundation for activities that will follow.

**Status Meetings:** Participants will include, at the minimum, the Massachusetts eHealth Collaborative Project Manager and the State Project Manager. These meetings will be conducted at least EVERY TWO WEEKS. A status and error report from Massachusetts eHealth Collaborative shall serve as the basis for discussion.

**The Work Plan:** must be reviewed at each Status Meeting and updated, at minimum, on a BI\_WEEKLY basis, in accordance with the Contract.

**Special Meetings:** Need may arise for a special meeting with State leaders or Project stakeholders to address specific issues.

The Massachusetts eHealth Collaborative Project Manager or Massachusetts eHealth Collaborative Key Project Staff shall submit EVERY TWO WEEKS status reports in accordance with the Schedule and terms of this Contract. All status reports shall be prepared in formats approved by the State. Status reports shall include, at a minimum, the following:

- a. Project status related to the Work Plan;
- b. Deliverable status;
- c. Accomplishments during weeks being reported;
- d. Planned activities for the upcoming two (2) week period;
- e. Future activities; and
- f. Issues and concerns requiring resolution.

As reasonably requested by the State, Massachusetts eHealth Collaborative shall provide the State with information or reports regarding the Project. Massachusetts eHealth Collaborative shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

#### 4.7 State-Owned Documents and Data

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

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#### 4.8 Records Retention and Access Requirements

Massachusetts eHealth Collaborative shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Contractor Records Retention*.

Massachusetts eHealth Collaborative and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Massachusetts eHealth Collaborative and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

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

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Massachusetts eHealth Collaborative's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

#### 4.9 Accounting Requirements

Massachusetts eHealth Collaborative shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

#### 4.10 Background Checks

The State may, at its sole expense, conduct background screening of the Massachusetts eHealth Collaborative Project Manager and Massachusetts eHealth Collaborative Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Statement of Work, Section 12: *Use of State's Information, Confidentiality*.

## 5. DELIVERABLES

### 5.1 Deliverables and Services

Massachusetts eHealth Collaborative shall provide the State with the Deliverables and Services required under this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

### 5.2 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Massachusetts eHealth Collaborative that a Non-Software or Written Deliverable is final, complete, and ready for review, the State will review the Deliverable to determine whether it meets the Requirements outlined in Contract Exhibit A: *Contract Deliverables*. The State will notify Massachusetts eHealth Collaborative in writing of its acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Massachusetts eHealth Collaborative's written Certification. If the State rejects the Deliverable, the State shall notify Massachusetts eHealth Collaborative of the nature and class of the Deficiency and Massachusetts eHealth Collaborative shall correct the Deficiency within the period identified in the Work Plan. If no period for Massachusetts eHealth Collaborative's correction of the Deliverable is identified, Massachusetts eHealth Collaborative shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Massachusetts eHealth Collaborative of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Massachusetts eHealth Collaborative fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Massachusetts eHealth Collaborative to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Massachusetts eHealth Collaborative in default, and pursue its remedies at law and in equity.

## 6. SOFTWARE

Not applicable.

## 7. WARRANTY

Massachusetts eHealth Collaborative shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

## 8. SERVICES

Massachusetts eHealth Collaborative shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

### 8.1 Administrative Services

Massachusetts eHealth Collaborative shall provide the State with the administrative services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

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## 8.2 Implementation Services

*This section has been intentionally left blank.*

## 9. WORK PLAN DELIVERABLE

Massachusetts eHealth Collaborative shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Massachusetts eHealth Collaborative shall update the Work Plan as necessary, but no less than bi-weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment schedule. Any such updates must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Massachusetts eHealth Collaborative from liability to the State for damages resulting from Massachusetts eHealth Collaborative's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule. In the event of any delay in the Schedule, Massachusetts eHealth Collaborative must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Massachusetts eHealth Collaborative or the State causing the problem; its estimated duration; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project. In the event additional time is required by Massachusetts eHealth Collaborative to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Massachusetts eHealth Collaborative's failure to fulfill its obligations under the Contract.

## 10. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. Within five (5) business days of Massachusetts eHealth Collaborative's receipt of a Change Order, Massachusetts eHealth Collaborative shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Massachusetts eHealth Collaborative may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Massachusetts eHealth Collaborative's requested Change Order within five (5) business days. The State must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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

## 11. INTELLECTUAL PROPERTY

### 11.1 State's Business

The State shall hold all ownership, title, and rights in any Deliverables and Documentation developed in connection with performance of obligations under this Contract. The State shall have sole right to produce, publish, or otherwise use such Deliverables and Documentation and to authorize others to do so in accordance with 45 CFR 95.917.

### 11.2 Massachusetts eHealth Collaborative's Materials

Subject to the provisions of this Contract, Massachusetts eHealth Collaborative may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Massachusetts eHealth Collaborative shall not distribute any products containing or disclose any State Confidential Information. Massachusetts eHealth Collaborative shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Massachusetts eHealth Collaborative employees or third party consultants engaged by Massachusetts eHealth Collaborative.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment, or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

### 11.3 Copyright

#### WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.





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applicable State or federal laws, including but not limited to non discrimination because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and shall take affirmative action to prevent such discrimination.

**13.2.3** If the Contract is funded in any part by monies of the United States, Massachusetts eHealth Collaborative shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issues to implement these regulations. Massachusetts eHealth Collaborative further agrees to permit the State, or United States, access to any of Massachusetts eHealth Collaborative's pertinent books, records, and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and covenants and conditions of the Contract.

### **13.3 Regulatory/Government Approvals**

Massachusetts eHealth Collaborative shall obtain applicable regulatory or other governmental approvals necessary for it to perform its obligations under the Contract.

### **13.4 Access/Cooperation**

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Massachusetts eHealth Collaborative with access to program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow Massachusetts eHealth Collaborative to perform its obligations under the Contract.

### **13.5 Personnel**

**13.5.1** The performance of Massachusetts eHealth Collaborative's obligations under the Contract shall be carried out by Massachusetts eHealth Collaborative. Massachusetts eHealth Collaborative shall, at its own expense, provide all personnel, materials and resources required under the Contract and as necessary to perform Massachusetts eHealth Collaborative's obligations under the Contract. Massachusetts eHealth Collaborative warrants that all personnel engaged in the Contract Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

**13.5.2** Unless otherwise authorized in writing, during the term of the Contract, and for a period of six (6) months after the Completion Date of the Contract (Block 1.7 of the Contract Agreement), Massachusetts eHealth Collaborative shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is

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engaged in a combined effort to perform the Services, to hire any person who is a State employee or official, who is materially involved in the procurement, administration or performance of the Contract, This provision shall survive termination of the Contract.

**13.5.3** The Commissioner of the Department of Health and Human Services, or his designee, shall be the State's representative. In the event of any dispute governing the interpretation of the Contract, the Commissioner's decision shall represent the final position of the State.

**13.6 Dispute Resolution**

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

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

**Dispute Resolution Responsibility and Schedule Table**

LEVEL	THE CONTRACTOR	THE STATE	CUMULATIVE ALLOTTED TIME
Primary	Mark Belanger Project Manager	State Project Manager (PM) To Be Determined	5 Business Days
First	Chris Matarazzo Vice President of Operations	William Baggeroer, Chief Information Officer, Department of Health and Human Services	10 Business Days
Second	Micky Tripathi, President and CEO	Nicholas Toumpas, Commissioner, Department of Health and Human Services	15 Business Days

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

**13.7 Termination**

This Section 13.7 shall survive the termination or Contract Conclusion.

**13.7.1 Termination for Default**

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Unless otherwise provided in the Contract, the State shall provide Massachusetts eHealth Collaborative written notice of default, and Massachusetts eHealth Collaborative must cure the default within thirty (30) days ("Cure Period") of its receipt of the notice of default. If Massachusetts eHealth Collaborative fails to cure the default within the Cure Period, the State may, at its sole discretion, terminate the Contract, declare Massachusetts eHealth Collaborative in default, and pursue its remedies at law or in equity, or both.

13.7.1.1 In the event the State declares Massachusetts eHealth Collaborative in default under any provision of the Contract, the State may, at a minimum, take any or all of the following actions:

13.7.1.1.1 Set off against any other obligations the State may owe to Massachusetts eHealth Collaborative under this Contract;

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

13.7.1.1.3 Treat the Contract as breached and pursue its remedies at law or in equity, or both.

13.7.1.2 In the event of default by the State, Massachusetts eHealth Collaborative shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days of its receipt of the notice of default, unless otherwise extended by Massachusetts eHealth Collaborative.

13.7.1.3 No remedy conferred under the Contract is intended to be exclusive of any other remedy, and each remedy is cumulative and in addition to every other remedy in the Contract. The State's election or non-election of any or more remedies shall not constitute a waiver of its right to pursue other legally available remedies.

### 13.7.2 Termination for Convenience

13.7.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Massachusetts eHealth Collaborative. In the event of a termination for

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convenience, the State shall pay Massachusetts eHealth Collaborative the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

- 13.7.2.2 During the thirty (30) day period, Massachusetts eHealth Collaborative shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

**13.7.3 Termination for Conflict of Interest**

- 13.7.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Massachusetts eHealth Collaborative did not know, or reasonably did not know, of the conflict of interest.

- 13.7.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Massachusetts eHealth Collaborative, the State shall be entitled to pursue the same remedies against Massachusetts eHealth Collaborative as it could pursue in the event of a default of the Contract by Massachusetts eHealth Collaborative.

**13.7.4 Termination Procedure**

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

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- a. Stop work under the Contract on the date, and to the extent specified, in the notice;
- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Massachusetts eHealth Collaborative and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Massachusetts eHealth Collaborative has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

### 13.8 Force Majeure

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

### 13.9 Massachusetts eHealth Collaborative's Relation to the State

In the performance of the Contract, Massachusetts eHealth Collaborative is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither Massachusetts eHealth Collaborative nor any of its officers, employees, agents, or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

**13.10 Assignment, Delegation and Subcontracts**

**13.10.1** Massachusetts eHealth Collaborative shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld.

**13.10.2** Massachusetts eHealth Collaborative shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall: neither relieve Massachusetts eHealth Collaborative of any of its obligations under the Contract; nor affect any remedies available to the State against Massachusetts eHealth Collaborative that may arise from any event of default of the provisions of the contract. The State shall consider Massachusetts eHealth Collaborative to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.

**13.10.3** Notwithstanding the foregoing, nothing herein shall prohibit Massachusetts eHealth Collaborative from assigning the Contract to the successor of all or substantially all of the assets or business of Massachusetts eHealth Collaborative provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Massachusetts eHealth Collaborative should change ownership, as permitted under this SOW Section 13.10.3, the State shall have the option to continue under the Contract with Massachusetts eHealth Collaborative, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Massachusetts eHealth Collaborative, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Massachusetts eHealth Collaborative, its successors or assigns.

**13.11 Indemnification**

**13.11.1** Massachusetts eHealth Collaborative shall indemnify, defend and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of Massachusetts eHealth

Collaborative, its personnel or agents in connection with Massachusetts eHealth Collaborative's performance of the Contract.

**13.11.2** 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.

**13.11.3 Survival**

This SOW Section 13.11, *Indemnification*, shall survive termination of this Agreement.

**13.12 Limitation of Liability**

**13.12.1 State**

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Massachusetts eHealth Collaborative shall not exceed 1.5 times the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

**13.12.2 Massachusetts eHealth Collaborative**

Subject to applicable laws and regulations, in no event shall Massachusetts eHealth Collaborative be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Massachusetts eHealth Collaborative's liability to the State shall not exceed two times (2X) the total Contract price set forth in SOW Section 1.8 of the *General Provisions* form. Notwithstanding the foregoing, the limitation of liability in this SOW Section 13.12.2 shall not apply to Massachusetts eHealth Collaborative's indemnification obligations set forth in SOW Section 13.11: *Indemnification* and confidentiality obligations in SOW Section 12: *Use of State's Information, Confidentiality*, which shall be unlimited.

**13.12.3 State's Immunity**

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 termination or Contract conclusion.

**13.12.4 Survival**

This SOW Section 13.12: *Limitation of Liability* shall survive termination or Contract conclusion.

### 13.13 Insurance

#### 13.13.1 Massachusetts eHealth Collaborative Insurance Requirement

Massachusetts eHealth Collaborative shall, at its sole expense, obtain and maintain in force, and shall require any Subcontractor or assignee to obtain and maintain in force, the following insurance:

- a. Comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
- b. The policies shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than ten (10) days after written notice thereof has been received by the State

- c. Vendor shall furnish to the Insurance Certificate Holder the certificate(s) of insurance for all insurance required under the Contract. The Vendor shall also furnish to the Insurance Certificate Holder certificate(s) of insurance for all renewal(s) of insurance required under the Contract no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached to the Contract and are incorporated therein by reference.

The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

Address the Insurance Certificate Holder as:

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

#### 13.14 Workers' Compensation

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

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**13.15 Waiver in Event of Default**

No failure by either party 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 default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of Massachusetts eHealth Collaborative.

**13.16 Notice**

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

TO Massachusetts eHealth Collaborative:

Chris Matarazzo  
Massachusetts eHealth Collaborative  
860 Winter Street  
Waltham MA 02451  
Tel: (781) 434-7908

TO STATE:

William L. Baggeroer  
State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
Tel: (603) 271-8160

**13.17 Amendment**

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

**13.18 Construction of Contract and Terms**

The Contract shall be construed in accordance with the laws of the State of New Hampshire without regard to its choice of law provisions, and is binding upon and inures to the benefit of the parties and their respective successor and assigns. Any action may only be brought in the State of New Hampshire, Merrimack County Superior Court.

**13.19 Third Parties**

The parties hereto do not intend to benefit any third parties and the Contract shall not be construed to confer any such benefit.

**13.20 Headings**

The headings in the Contract shall not be held to explain, modify, amplify, or aid in the construction or interpretation of the Contract provisions, and are for reference purposes only.

**13.21 Contract Exhibits**

The Contract Exhibits referred to and attached to the Contract are incorporated by reference as if fully set forth herein.

**13.22 Special Provisions**

Additional provisions shall be set forth in the Contract EXHIBIT C shall be incorporated therein by reference

**13.23 Severability**

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

**13.24 Venue and Justification**

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

**13.25 Survival**

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of SOW Section 4.8: *Records Retention and Access Requirements*, SOW Section 4.9: *Accounting Requirements*, and SOW Section 12: *Use of State's Information, Confidentiality* and SOW Section 13.11: *Indemnification* which shall all survive the termination of the Contract.

**13.26 Entire Contract**

The Contract Documents, which may be executed in a number of counterparts, each of which shall be deemed an original, constitute the entire Contract and understanding between the parties, and supersede all prior contracts and understandings pertaining to the Project.

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**1 PROJECT INTRODUCTION**

The New Hampshire Health Information Exchange Planning and Implementation Project (HIEPI) is a four-year initiative lead by New Hampshire Department of Health and Human Services (DHHS) to plan and implement a New Hampshire Health Information Exchange capability (NH HIE). Funding for this Project is provided by the American Recovery and Reinvestment Act of 2009 (ARRA) State HIE Cooperative Agreement Program which was issued by the US Department of Health and Human Services, Office of the National Coordinator (ONC). The goal of the Project is to establish a mechanism to electronically link health care providers in order to share patient-centric information in a timely, secure, and confidential manner.

Under the terms of the ONC State HIE Cooperative Agreement Program, the HIEPI Project is divided into two parts – Planning and Implementation. The scope of this contract is the Planning effort, referred to as the New Hampshire State Level Health Information Exchange Assessment, Planning and Design Project (SLHIEAPD). The primary deliverable of the SLHIEAPD Project is a single document titled: **New Hampshire Health Information Exchange Strategic and Operational Plans** also referred to as the **NH State HIE Plan**. The SLHIEAPD Project must deliver a NH State HIE Plan that is approved by the ONC and the HIEPI Project's Steering Committee and Leadership Team.

In order to receive ONC approval, the State HIE Plan must be compliant with the federal HITECH Act's **State Health Information Exchange Cooperative Agreement Program - Funding Opportunity Announcement** which was incorporated into this contract's RFP as **Attachment A**. Furthermore, the State HIE Plan must satisfy the ONC's **State HIE Grant General Requirements** which are derived from the Funding Opportunity Announcement. The **State HIE Grant General Requirements** was also incorporated into this contract's RFP as **Attachment D**.

*Note: The ONC continues to refine the **State HIE Grant General Requirements**. The SLHIEAPD Project must satisfy the latest version of the **State HIE Grant General Requirements** at the time of submission to the ONC.*

The Contract 2010-080 between the **State of New Hampshire** and the **Massachusetts eHealth Collaborative** is for the Contractor to create an approved **NH State HIE Plan**. The primary services to be provided by the Massachusetts eHealth Collaborative include:

- Facilitate the HIEPI Stakeholder sub-teams to create the content for the NH State HIE Plan.
- Author the NH State HIE Plan.
- Provide HIE expert knowledge and best practices.

The content of the NH State HIE Plan is defined in this contract's RFP.

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## 2 PROJECT SEGMENTS

Due to the requirements of the ONC's State Health Information Exchange Cooperative Agreement Program, the SLHIEAPD Project has been divided into two segments, as follows:

*Segment 1: Plan Creation – Firm Fixed Price*

During this segment of work the Contractor is to accelerate the creation, submission and approval of New Hampshire's State HIE Plan which consists of both a Strategic and Operational Plan in order to comply with the following timeline and requirements:

- Segment 1: from June 1, 2010 through October 31, 2010
- State HIE Plan must be submitted to the ONC no later than August 31, 2010.
- The Contractor price for Segment 1 is a Firm Fixed Price of \$350,000.

*Segment 2: Plan Refinement – Time and Material Not To Exceed*

During this segment of work the Contractor shall comply with the following timeline and requirements:

- Segment 2: from November 1, 2010 through June 30, 2011
- Obtain broad Stakeholder acceptance of the Plan
- Add detail and clarity to the Plan
- Clear all deficiencies identified by the ONC and Steering Committee that were included with their conditional approval of the Plan
- The Contractor price for Segment 2 is a Not To Exceed Amount of \$200,000.

The specific tasks and modifications to the Plan to be performed in Segment 2 shall be determined by the State during the end Segment 1 and beginning of Segment 2.

## 3 PROJECT TEAM

The Massachusetts eHealth Collaborative project team and project team structure is described in Section IV of the Massachusetts eHealth Collaborative's Response to the DHHS RFP which has been incorporated within this Contract. The project organization chart from the Response is shown below.

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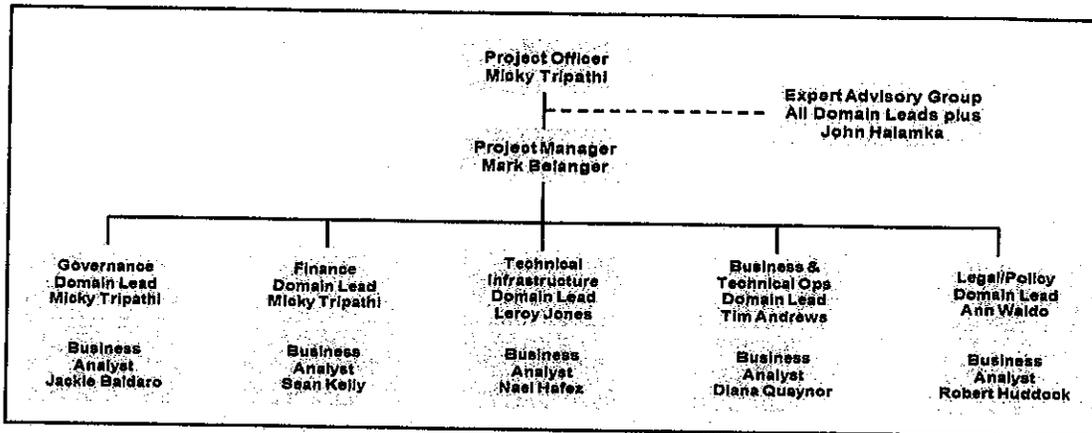
2010-080 Exhibit A- Contract Deliverables

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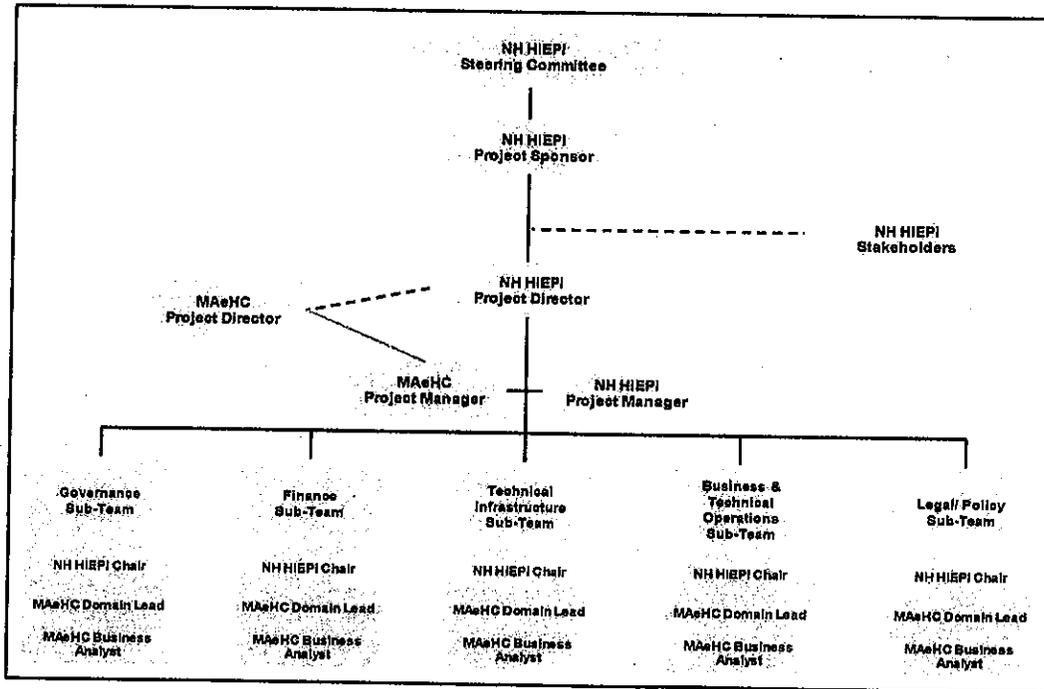
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The integration of the Massachusetts eHealth Collaborative project team with the State's project team is also described in Section IV of the Massachusetts eHealth Collaborative's Response to the DHHS RFP and is shown below.



The Massachusetts eHealth Collaborative project team participating in the five domain sub-teams and the Project Management Office (PMO) will be responsible for creating all Contract Deliverable, with the support and assistance of the State project team and stakeholders.

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The Massachusetts eHealth Collaborative project team and project team structure described above shall apply to both Segment 1 and Segment 2. A change to the project team OR organization structure requires pre-approval by the HIEPI Leadership Team.

Project staffing levels and rates are defined in Section VII of the Massachusetts eHealth Collaborative's Response to the DHHS RFP.

**4 PROJECT APPROACH AND DELIVERABLES**

Segment 1 shall be performed in four Phases as follows:

No	Phase	Duration	Start*	End*
1	Set-Up and Planning	3 Weeks	June 1, 2010	June 18, 2010
2	Consensus Building	6 Weeks	June 21, 2010	July 30, 2010
3	Review and Finalization	4+ Weeks	August 2, 2010	August 31, 2010
4	Respond to ONC	8+ Weeks	September 1, 2010	October 31, 2010

\* Assuming a June 1, 2010 start date.

The **Contract Deliverables** to be delivered by the Massachusetts eHealth Collaborative for Segment 1 are as follows:

No	Phase	Contract Deliverable	Remarks
1	Set-Up and Planning	<ul style="list-style-type: none"> <li>- Refined Project Plan (MS Project)</li> <li>- Project Kickoff Presentation</li> <li>- PMO Collaboration Environment</li> <li>- Cross-Team Collaboration Matrix</li> <li>- Sub-Team Charters</li> <li>- Sub-Team Preparation Packets</li> <li>High Level Environmental Scan-Draft</li> <li>-Strategic Options</li> </ul>	<ul style="list-style-type: none"> <li>- Preliminary Project Plan included in Exhibit I.</li> <li>- PowerPoint presentation.</li> <li>- Establish environment and initial uses and folder structure, defines protocol, establish logins with rights and privileges, etc.</li> <li>- Defines who is accountable, responsible, and informed on each major deliverable</li> <li>- Defines sub-team members and leads for each sub-team</li> <li>-Packet of preparation materials for each Sub-team member including overview of project, sub-team expectations, high level environmental scan draft, strategic options, NH State HIE Plan straw man, and other background materials.</li> <li>- Includes initial assessment of NH HIE landscape.</li> <li>- Describes potential strategies the State may pursue regarding HIE.</li> </ul>

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No	Phase	Contract Deliverable	Remarks
		-NH State HIE Plan-Strawman (v0.1) -Other contractual deliverables to be provided in Phase.	-Proposes starting point for all Strategic and Operational Plan sections. -Includes status reports, meeting presentations and agendas.
2	Consensus Building	- Recommendations from 5 Sub-Teams on Strategic Option(s) - Summary of "Crux Issues" by Domain - NH State HIE Plan - (v1.0) - Other contractual deliverables to be provided in the Phase	-Each sub-team will recommend a preferred strategic option or options. -Each sub-team will provide a brief summary of difficult issues to address. -Draft plans are a synthesis of stakeholder input from all workshops and sub-teams iterations in the ONC format. -Includes status reports, meeting presentations and agendas.
3	Review and Finalization	- NH State HIE Plan - Final (v2.0)  - NH State HIE Plan - Approved by State (v3.0)  - Other contractual deliverables to be provided in Phase	- Includes refinements to Initial Draft; submitted to HIEPI Leadership Team and Steering Committee for their approval. - Approved by HIEPI Leadership Team and Steering Committee. - Includes status reports, updated meeting presentations and agendas.
4	Respond to ONC	- NH State HIE Plan - Approved by ONC (v4.0) - Public Feedback Assessment  - Other contractual deliverables to be provided in Phase	- May or may not entail responding to ONC questions and submitting revisions. - Collect and analyze feedback from public comment period. - For example: Status Reports, updated Project Plan, Presentations, etc.

The approach and deliverables for Segment 2 shall be defined prior to and at the beginning of Segment 2.

2010-080 Exhibit A- Contract Deliverables

Initial All Pages:

Contractor's Initials MT

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EXHIBIT B  
PRICE AND PAYMENT SCHEDULE

**1. DELIVERABLES, MILESTONES AND ACTIVITIES**

For Segment 1, Massachusetts eHealth Collaborative shall provide the State with consulting Services and Deliverables, in accordance with the terms of the Contract.

The Segment 1 Deliverables are defined in Exhibit A: Contract Deliverables.

Pricing for Segment 1 Deliverables is defined below in Section 2: Deliverable Payment Schedule below.

Segment 2 Deliverables shall be defined prior to and at the beginning of Segment 2.

**2. DELIVERABLE PAYMENT SCHEDULE**

**2.1 Segment 1: Plan Creation - Firm Fixed Price**

This is a Firm Fixed Price (FFP) Contract for Segment 1: Plan Creation, totaling \$ 350,000 for the period between the commencement of the project (estimated to be June 1, 2010) through the NH State HIE Plan approval by the ONC (estimated to be October 31, 2010). Massachusetts eHealth Collaborative shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Massachusetts eHealth Collaborative to invoice the State for the following Activities, Deliverables, or Milestones at fixed pricing/rates appearing in the price and payment tables below:

Segment 1: Plan Creation Activity, Deliverable, or Milestone Price and Payment Table				
Phase Number	Activity, Deliverable, or Milestone	Deliverable Type	Projected Delivery Date	Payment Amount
1	Set-Up and Planning Phase Deliverable Set	Written	June 18, 2010	\$87,500
2	Consensus Building Phase Deliverable Set	Written	July 30, 2010	\$130,000
3	Review and Finalization Phase Deliverable Set	Written	August 31, 2010	\$97,500
4	Respond to ONC Phase Deliverable Set	Written	October 31, 2010	\$35,000
<b>Total</b>	<b>Segment 1: Plan Creation</b>			<b>\$350,000</b>

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Massachusetts's eHealth Collaborative may invoice for the Phase amount when all deliverables included in the Phase Deliverable Set are approved by the HIEPI Leadership Team. Approval shall be conveyed in writing, signed by the **Project Director**, for each deliverable set.

The NH State HIE Plan - Approved by State v3.0 (Phase 3 Deliverable) must also be approved by the HIEPI Steering Committee. Approval shall be conveyed in writing, signed by the **Executive Sponsor**.

The NH State HIE Plan - Approved by ONC v4.0 (Phase 4 Deliverable) must also be approved by the US HHS ONC Approval shall be conveyed in a manner to be specified by the ONC.

**2.2 Segment 2: Plan Refinement – Time and Materials Not to Exceed**

This is a Time and Materials Not to Exceed (NTE) Contract for Segment 2: *Plan Refinement*, totaling \$200,000 for the period between ONC's approval of the State HIE Plan (estimated to be November 1, 2010) through Segment End Date (estimated to be January 31, 2011, but must not exceed the Contract End Date of June 30, 2011). Massachusetts eHealth Collaborative shall be responsible for performing its obligations in accordance with the Contract.

**2.3 Revised Price Proposal**

Massachusetts's eHealth Collaborative's revised Price Proposal (Section VII of their Response to the RFP) is shown below. This section supersedes their original Price Proposal from their Response.

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**Table 2.3-1: Vendor Pricing Worksheet - Segment 1: Plan Creation**

	FY 2010 10/01/09 - 09/30/10		FY 2011 10/01/10 - 09/30/11		
	State Cost	Total	State Cost	Vendor Match	Total
Segment 1 - Plan Creation		-			-
A. Personnel	320,000	320,000	15,000	750	15,750
B. Travel Related Expenses	14,600	14,600	400		400
C. Other	-	-			-
Segment 1 Total	334,600	334,600	15,400	750	16,150
Total State Cost	334,600	334,600	15,400	750	16,150

**Table 2.3-2 Vendor Personnel Rates Worksheet - Segment 1: Plan Creation**

Position Title	Name	Total Days	Daily Rate	Total (Days * Rate)
Project Officer, Sub-Team Lead - Governance, Sub-Team Lead - Finance	Micky Tripathi	15.9	2,502.46	39,789
Project Manager	Mark Belanger	93.6	1,320.00	123,559
Sub-Team Lead - Technical Infrastructure	LeRoy Jones	5.5	2,502.46	13,764
Sub-Team Lead - Business and Technical Ops	Tim Andrews	5.5	2,502.46	13,764
Sub-Team Lead - Legal/Policy	Ann Waldo	5.5	1,440.00	7,920
Business Analyst - Governance	Jackie Baldero	20.0	1,240.00	24,800
Business Analyst - Finance	Sean Kelly	20.0	1,320.00	26,400
Business Analyst - Technical Infrastructure	Nael Hafez	20.0	1,240.00	24,800
Business Analyst - Business and Technical Ops	Diana Quaynor	20.0	1,320.00	26,400
Business Analyst - Legal/Policy	Robert Hudock	20.0	1,440.00	28,800
Expert Advisor	John Halamka	2.0	2,502.46	5,005
<b>Total</b>				<b>335,000</b>

**Table 2.3-3 Vendor Personnel Rates Worksheet - Segment 2: Plan Refinement**

Position Title	Name	Daily Rate
Project Officer	Micky Tripathi	2,600.00
Project Manager	Mark Belanger	1,320.00
Sub-Team Lead - Governance	Micky Tripathi	2,600.00
Sub-Team Lead - Finance	Micky Tripathi	2,600.00
Sub-Team Lead - Technical Infrastructure	LeRoy Jones	2,600.00
Sub-Team Lead - Business and Technical Ops	Tim Andrews	2,600.00
Sub-Team Lead - Legal/Policy	Ann Waldo	1,600.00
Business Analyst - Governance	Jackie Baldero	1,320.00
Business Analyst - Finance	Sean Kelly	1,640.00
Business Analyst - Technical Infrastructure	Nael Hafez	1,320.00
Business Analyst - Business and Technical Ops	Diana Quaynor	1,640.00
Business Analyst - Legal/Policy	Robert Hudock	1,600.00
Expert Advisor	John Halamka	2,600.00

\*Note: MAeHC will provide a 1:20 in-kind match for Segment 2 of the project. For example a MAeHC employee that works on the project for 20 hours will work the 21st hour at no cost to the State of NH. This is effectively a 5% discount overall.

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**3. TOTAL CONTRACT PRICE**

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$550,000.00 ("Total Contract Price"). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Massachusetts eHealth Collaborative for all fees and expenses, of whatever nature, incurred by Massachusetts eHealth Collaborative in the performance hereof. The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

**4. INVOICING**

All invoices shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Invoices shall contain detailed information, including without limitation, the following: identification of each Deliverable or Service for which payment is sought; date of delivery and/or installation; the Acceptance date triggering such payment; and any other Project costs. Upon acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:  
State of New Hampshire  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301  
Attn: Grant Beckman

**5. PAYMENT ADDRESS**

All payments shall be sent to the following address:

Massachusetts eHealth Collaborative  
860 Winter Street  
Waltham, MA 02451

**6. OVERPAYMENTS TO MASSACHUSETTS EHEALTH COLLABORATIVE**

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

**7. CREDITS**

The State may apply credits due to the State arising out of this Contract, against Massachusetts eHealth Collaborative invoices with appropriate information attached.

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2010-080 Exhibit B-Price and Payment Schedule

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**8. PROJECT HOLDBACK**

None.

**9. RIGHT TO OFFSET**

The State reserves the right to offset from any amounts otherwise payable to Massachusetts eHealth Collaborative under the Contract those liquidated amounts required or permitted under the Contract, by New Hampshire RSA 80:7 through 7-C, or any other provision of law.

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2010-080 Exhibit B-Price and Payment Schedule

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Exhibit B

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EXHIBIT C  
SPECIAL PROVISIONS

**1. Special Provisions**

There are no special provisions.

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EXHIBIT D  
ADMINISTRATIVE SERVICES

**1. STATUS REPORTS**

The State believes that effective communication and reporting is essential to Project success. At a minimum, the State expects the following:

Massachusetts eHealth Collaborative shall submit reports in accordance with the Schedule and terms of the Contract. All reports shall be prepared in formats approved by the State. Massachusetts eHealth Collaborative Project Manager shall assist the State's Project Manager, or itself produce reports related to Project Management as reasonably requested by the State. Massachusetts eHealth Collaborative must produce project status reports, which shall contain, at a minimum, the following:

- a. Project status as it relates to Project Work Plan
- b. Deliverables status
- c. Accomplishments during weeks being reported
- d. Planned activities for the upcoming week
- e. Future activities
- f. Issues and concerns with specific mitigation plans.

**2. STATE-OWNED DOCUMENTS AND DATA**

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

Massachusetts eHealth Collaborative hereby agrees to the conditions of all applicable State laws and regulations, which are incorporated herein by reference, regarding retention and access requirements relating to all records relating to the Contract. The record retention policies of this agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State laws and regulations.

**3. ACCOUNTING REQUIREMENTS**

Massachusetts eHealth Collaborative shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system.

**4. WORK HOURS**

Contractor personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager

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EXHIBIT E  
IMPLEMENTATION SERVICES

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EXHIBIT F  
TESTING SERVICES

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EXHIBIT G  
MAINTENANCE AND SUPPORT SERVICES

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2010-080 Exhibit G Maintenance and Support Services

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EXHIBIT H  
PRIORITY RESPONSES

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2010-080 Exhibit H Priority Responses

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WORK PLAN

Massachusetts eHealth Collaborative shall provide a finalized Work Plan in Microsoft Project format that is due twelve (12) business days after Contract award. The elements of the preliminary Work Plan are documented in accordance with Massachusetts eHealth Collaborative's plan to develop the State HIE Plan. Continued development and management of the Work Plan is a joint effort on the part of Massachusetts eHealth Collaborative and State Project Managers.

The preliminary Work Plan created by Massachusetts eHealth Collaborative and the State is set forth at the end of this Exhibit.

In conjunction with Massachusetts eHealth Collaborative's Project Management methodology, which shall be used to manage the Project, the Massachusetts eHealth Collaborative team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the multitude of tasks required to implement the Project, address intra-task dependencies, resource allocations (both State and Massachusetts eHealth Collaborative team members), refine the Project's scope, and establish the Project's schedule. The Plan is documented in accordance with Massachusetts eHealth Collaborative Work Plan and shall utilize Microsoft Project, project management toolkit including Issue Log process and templates and collaboration software to support the ongoing management of the Project. Development and management of this plan is a joint effort on the part of the Massachusetts eHealth Collaborative and State Project Managers.

## 1. ASSUMPTIONS

### A. General

- The State shall provide team members with decision-making authority to support the Project.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Massachusetts eHealth Collaborative shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

### B. Logistics

- The Massachusetts eHealth Collaborative Team shall perform this Project at State facilities at no additional facilities-related cost to Massachusetts eHealth Collaborative.
- The Massachusetts eHealth Collaborative Team reserves the right to perform that work at a facility other than that furnished by the State, when practical, at their expense.
- The Massachusetts eHealth Collaborative Team shall honor all holidays observed by Massachusetts eHealth Collaborative or the State, although with permission, may choose to work on holidays and weekends.

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WORK PLAN

- The State shall provide adequate facilities for the Massachusetts eHealth Collaborative Team, including PCs, phones, and high speed Internet connection and access to any necessary internal State networks and/or software (within State standards). A physical workspace for each consultant, including a desk and chair, with the items mentioned above, shall be provided. Convenient access to a high-speed printer, a high-speed copier, and a fax machine shall be provided to the Project Team, as well as access to conference rooms for meetings. This space, equipment, and printer/fax supplies shall be provided at no cost to the Massachusetts eHealth Collaborative Team and shall be available when the Project begins.

**C. Project Management**

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Massachusetts eHealth Collaborative assumes that an alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.

## 2. ROLES AND RESPONSIBILITIES

**A. Massachusetts eHealth Collaborative Team Roles and Responsibilities**

**1) Massachusetts eHealth Collaborative Project Officer**

- Serve as the overall point of contact for the State.
- Work closely with the Massachusetts Project Manager and the entire NH leadership team to ensure that the process is targeted at and continuously calibrated to achievement of New Hampshire's goals as specified by the State Project Sponsor.

**2) Massachusetts eHealth Collaborative Project Manager**

- The Massachusetts eHealth Collaborative (Contractor) Project Manager oversees all Contractor staff assigned to the Project.
- The Contractor Project Manager shall serve as a focal point for the State's Leadership Team to manage all Project elements, including Project Work Plans, Schedule, scope, Deliverables, quality and issues.
- The Contractor Project Manager shall manage the Project against the Project Work Plan and Schedule.
- The Contractor Project Manager shall submit a Status Report to the Leadership Team.

**3) Massachusetts eHealth Collaborative Domain Leads**

- Serve as both Subject Matter Experts and Facilitators for each Domain.
- The leader of the discussions for a given Domain, ensuring full addressing of the material required for a Domain within the NH State HIE Plan. The Domain Leads bring highly experienced treatment of the relevant topics, balancing choices available

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to stakeholders, providing insight to help Sub-Team member deliberations, and forging consensus and key decision topics critical to meeting project objectives and deadlines.

- Primarily responsible for maintaining forward progress of the committee at an appropriate pace to complete the required elements of the Strategic and Operational Plan.

**4) Massachusetts eHealth Collaborative Business Analysts**

- Serve as the synthesizer of Domain content and writer of NH State HIE Plan elements for submission to plan development process.
- Support Domain Committee meetings through scheduling, research, agenda preparation, note taking, and action item management.

**B. State Roles and Responsibilities**

**1) Project Sponsor**

The Project Sponsor shall be responsible for securing financing and resources, addressing issues brought to his attention by the State Project Director, and assisting the State Project Manager in promoting the Project throughout the State. **The Project Sponsor shall be available to resolve issues on a timely basis.**

**2) State Project Director**

The State Project Director has primary responsibility for the Project, including financial accountability. The State Project Director shall provide overall Project leadership and shall be responsible for:

- Presenting status updates to the Steering Committee and Stakeholders
- Presenting Deliverables to Steering Committee for approval and to Stakeholders for Review, feedback and input.
- Promoting the Project statewide
- Developing Project strategy and approach
- Ensuring that the Project is completed to the satisfaction of all parties and in a timely manner

**3) State Project Manager**

The State Project Manager shall have overall responsibility for quality and timeliness of Deliverables, status reporting, and risk and issue management. The State Project Manager shall provide detailed Project leadership and shall be responsible for:

- The Project plan, Schedule, quality and timeliness of Deliverables, status reporting, risk and issue management.
- Coordinating and integrating work of all sub-teams, consultants, contracted Services and technology Vendors
- Managing significant issues and risks
- Managing stakeholders' concerns.

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- Ensuring Project meetings are Scheduled as needed and meeting minutes are documented as needed
- Ensuring sign-offs are required of all parties at each significant step of the development process

**3. DETAIL PRELIMINARY PROJECT WORK PLAN**

A revised Massachusetts's eHealth Collaborative Project Plan has been included below. This Project Plan supersedes the original Project Plan included in their Response to the RFP.

State of New Hampshire - Statewide HIE SOP - Project Plan

	Duration	Start	End
<b>Setup and Planning Phase (S1-S5)</b>	<b>14 days</b>	<b>6/1/2010</b>	<b>6/18/2010</b>
S1 Refined Project Plan (MS Project)	1 day	6/1/2010	6/1/2010
S1 Project Initiation and Kickoff Presentation	1 day	6/1/2010	6/1/2010
S1 Establish Core Team, Review Committee and Domain Sub-Teams	4 days	6/1/2010	6/4/2010
S2 Initiate PMO Collaboration Environment	14 days	6/1/2010	6/18/2010
S2 Define Team roles, responsibilities, and working relationships	14 days	6/1/2010	6/18/2010
S2 Determine stakeholder groups for inclusion in planning process	14 days	6/1/2010	6/18/2010
S2 Recruit all Team members and stakeholders- confirm commitment & attendance at key meetings & workshops	14 days	6/1/2010	6/18/2010
S2 Initiate Working Relationships with Partners and Representative Stakeholders	14 days	6/1/2010	6/18/2010
S2 Establish process for Cross Sub-Team Facilitation and create cross-team collaboration matrix	14 days	6/1/2010	6/18/2010
S3 Create Sub-Team Charters	14 days	6/1/2010	6/18/2010
S3 Assemble Plans from other states	9 days	6/1/2010	6/11/2010
S3 Assemble content for High-Level Environmental Scan	9 days	6/1/2010	6/11/2010
S4 Consider options for high level strategy and make decision for interim strategic direction	5 days	6/14/2010	6/18/2010
S5 Create Straw man Version (v1.0)	14 days	6/1/2010	6/18/2010
S5 Prepare Sub-Team preparation packets	14 days	6/1/2010	6/18/2010
S5 Bi-weekly status report and check in with State	1 day	6/16/2010	6/16/2010
S5 Disseminate Sub-Team Packets	1 day	6/18/2010	6/18/2010
<b>Workshop 1</b>	<b>1 day</b>	<b>6/29/2010</b>	<b>6/29/2010</b>
P1 Governance Cross Sub-Team Communication Facilitation Kick Workshop & Follow-up	10 days	6/21/2010	7/2/2010
P1 Finance Cross Sub-Team Communication Facilitation Kickoff & Follow-up	10 days	6/21/2010	7/2/2010
P1 Technical Infrastructure Cross Sub-Team Communication Facilitation Kickoff & Follow-up	10 days	6/21/2010	7/2/2010
P1 Business and Technical Cross Sub-Team Communication Facilitation Kickoff & Follow-up	10 days	6/21/2010	7/2/2010
P1 Legal and Policy Cross Sub-Team Communication Facilitation Kickoff & Follow-up	10 days	6/21/2010	7/2/2010
P1 Core Team discussion & Action Plan review of Major Issues	1 day	7/2/2010	7/2/2010
P1 Bi-weekly Project Status Report and check-in with State	1 day	6/30/2010	6/30/2010
P1 HIT Survey of NH Healthcare Providers Deliverable due from State	1 day	6/30/2010	6/30/2010
<b>Workshop 2</b>	<b>1 day</b>	<b>7/7/2010</b>	<b>7/7/2010</b>
P2 Summary of Governance Team output & facilitated discussion	10 days	7/5/2010	7/16/2010
P2 Summary of Finance Team output & facilitated discussion	10 days	7/5/2010	7/16/2010
P2 Summary of Technical Infrastructure Team output & facilitated discussion	10 days	7/5/2010	7/16/2010
P2 Summary of Business and Technical Team output & facilitated discussion	10 days	7/5/2010	7/16/2010
P2 Summary of Legal and Policy Team output & facilitated discussion	10 days	7/5/2010	7/16/2010
P2 Summary of "crux" Issue(s) resolution completed & shared with Core Team	10 days	7/5/2010	7/16/2010
P2 Team Review of output from all Sub-Teams	10 days	7/5/2010	7/16/2010
P2 Core Team discussion & Action Plan review of Major Issues	1 day	7/16/2010	7/16/2010
P2 Bi-weekly Project Status Report and check-in with State	1 day	7/13/2010	7/13/2010
<b>Workshop 3</b>	<b>1 day</b>	<b>7/21/2010</b>	<b>7/21/2010</b>
P3 Summary of output from other Sub-Teams facilitated discussion	10 days	7/19/2010	7/30/2010
P3 Finalization of recommendation of consensus strategic option	10 days	7/19/2010	7/30/2010
P3 Facilitated discussion to resolve "crux" Issues of Domain area	10 days	7/19/2010	7/30/2010
P3 Final recommendation on strategic option shared across-teams	10 days	7/19/2010	7/30/2010
P3 Summary of Crux Issue resolution shared across-teams	10 days	7/19/2010	7/30/2010
P3 "Between workshop" content generation completed & shared across-teams	10 days	7/19/2010	7/30/2010
P3 Team Review of output from all Sub-Teams	10 days	7/19/2010	7/30/2010
P3 Core Team discussion & Action Plan review of Major Issues	10 days	7/19/2010	7/30/2010
P3 Bi-weekly Project Status Report and check-in with State	1 day	7/28/2010	7/28/2010
P3 Key Deliverable: Recommendation from 5Sub-Teams of best strategic option(s)	1 day	7/30/2010	7/30/2010
P3 Key Deliverable: Summary of "crux Issues" by Domain	1 day	7/30/2010	7/30/2010
P3 Key Deliverable: NH State HIE Plan, Draft Version (v1.0)	1 day	7/30/2010	7/30/2010

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT I  
WORK PLAN

	Review and Finalization Phase (R1 - R6)	21 days	8/2/2010	8/30/2010
R1	Core Team and Steering Committee Review, Vetting with Partners and Representative Stakeholders	10 days	8/2/2010	8/13/2010
R1	Core team and steering committee review of strategic & operational plans	10 days	8/2/2010	8/13/2010
R1	Compliance check with ONC requirements	10 days	8/2/2010	8/13/2010
R1	Weekly Project Status Report and check-in with State	1 day	8/4/2010	8/4/2010
R1	Vetting with Partners and Representative Stakeholders	10 days	8/2/2010	8/13/2010
R1	Sharing & review of documents with selected key stakeholders for comment	10 days	8/2/2010	8/13/2010
R1	Weekly Project Status Report and check-in with State	1 day	8/11/2010	8/11/2010
R2	Revisions Incorporated by Sub-Teams	3 days	8/16/2010	8/18/2010
R2	Review of comments/suggested revisions from Core Team, Steering Committee, Partners and Representative Stakeholders	3 days	8/16/2010	8/18/2010
R2	Resolution of contentious items	3 days	8/16/2010	8/18/2010
R2	Finalization of content	3 days	8/16/2010	8/18/2010
R2	Weekly Project Status Report and check-in with State	1 day	8/18/2010	8/18/2010
R3	Review and Final Approval	7 days	8/19/2010	8/27/2010
R3	Core team and steering committee final review of SOP	7 days	8/19/2010	8/27/2010
R3	Facilitation of Q&A/discussion with Sub-Teams for remaining issues of contention	7 days	8/19/2010	8/27/2010
R3	Compliance check with ONC requirements	7 days	8/19/2010	8/27/2010
R3	Finalization of strategic & operational plans	7 days	8/19/2010	8/27/2010
R3	Weekly Project Status Report and check-in with State	1 day	8/25/2010	8/25/2010
R3	Approval of strategic and operational plans	1 day	8/27/2010	8/27/2010
R3	Key Deliverable: NH State HIE Plan Final (v2.0)	1 day	8/30/2010	8/30/2010
R3	Key Deliverable: NH State HIE Plan, Approved and Submitted Version (v3.0)	1 day	8/30/2010	8/30/2010
R4	Approval of NH State HIE Strategic and Operational Plan Deliverable	1 day	10/29/2010	10/29/2010
R5	Respond to ONC Questions & Clarifications	43 days	9/1/2010	10/29/2010
R5	Provide revisions as necessary to ONC	43 days	9/1/2010	10/29/2010

2010-080 Exhibit I Work Plan

Initial All Pages:

Contractor's initials: MT

Exhibit I

Page 21 of 42

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT J  
SOFTWARE LICENSE

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2010-080 Exhibit J Software License

Initial All Pages:

Contractor's initials: DTT

Exhibit J

Page 22 of 42

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES

**1. WARRANTIES**

The following Warranty provisions shall apply to the Functional Requirements Document, and Technical Specification, Services, Written Deliverables, and Non-software Deliverables.

**1.1 Deliverables and Non-software Deliverables**

LAS shall warrant that the Deliverables and the Non-Software Deliverables, including but not limited to the design, format, navigation, content, and interactive components, will conform to the specifications, terms, and requirements of the Contract.

**1.2 Non-Infringement**

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

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

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

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

If Massachusetts eHealth Collaborative believes or it is determined that any of the Material may have violated someone else's intellectual property rights, Massachusetts eHealth Collaborative may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Massachusetts eHealth Collaborative may end the license, and require return of the applicable Material and refund all fees the State has paid Massachusetts eHealth Collaborative under the Contract. Massachusetts eHealth Collaborative will not indemnify the State if the State alters the Material without Massachusetts eHealth Collaborative's consent or uses it outside the scope of use identified in Massachusetts eHealth Collaborative's user Documentation or if the State uses a version of the Material which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the State at no additional cost. Massachusetts eHealth Collaborative will not indemnify the State to the extent that an

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT K  
WARRANTY AND WARRANTY SERVICES

infringement claim is based upon any information design, specification, instruction, software, data, or material not furnished by Massachusetts eHealth Collaborative. Massachusetts eHealth Collaborative will not indemnify the State to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Massachusetts eHealth Collaborative, without Massachusetts eHealth Collaborative's consent.

**1.3 Services**

Massachusetts eHealth Collaborative warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

**1.4 Personnel**

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

**Warranty Deficiencies**

In the event Massachusetts eHealth Collaborative fails to correct a deficiency within the allotted period of time, the State may, at its option: 1) immediately declare Massachusetts eHealth Collaborative in default, terminate the contract, in whole or in part, without penalty or liability to the State; 2) return Massachusetts eHealth Collaborative's Software and receive a full refund within ninety (90) days for all amounts paid to Massachusetts eHealth Collaborative under the Contract, including but not limited to, any applicable license fees; 3) pursue its remedies available at law and in equity.

Notwithstanding any provision of the Contract, the State's option to declare Massachusetts eHealth Collaborative in default, terminate the Contract and pursue its remedies shall remain in effect until satisfactory completion of the full Warranty Period.

**1.5 Warranty Period**

The Warranty Period shall commence upon the State's acceptance of a Deliverable or Non-Software Deliverable and shall extend up to 30 days after the Office of the National Coordinator for Health Technology's approval.

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
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EXHIBIT L  
TRAINING SERVICES

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT M  
RFP (WITH ADDENDA) INCORPORATED

NH Department of Health and Human Services RFP 2010-080, with all included addenda, are included by reference as binding deliverables to this contract.

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2010-080 Exhibit M-Agency RFP with Addendums

Initial All Pages:

Contractor's Initials: 1221

Exhibit M

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT N  
CONTRACTOR PROPOSAL BY REFERENCE

The Massachusetts eHealth Collaborative Proposal to the Department of Health and Human Services is incorporated herein by reference.

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2010-080 Exhibit N-Contractor Proposal by Reference

Initial All Pages:

Contractor's Initials: DTT

Exhibit N

Page 27 of 42

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT O  
CERTIFICATES AND ATTACHMENTS

Attached are:

- A. Contractor's Certificate of Vote/Authority
- B. Contractor's Certificate of Good Standing
- C. Contractor's Certificate of Insurance

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2010-080 Exhibit O-Certificates and Attachments

Initial All Pages:

Contractor's Initials   DTT  

Exhibit O

Page 28 of 42

## CERTIFICATE OF VOTE

Massachusetts eHealth Collaborative

I, Ellen Hafer, Clerk/Secretary of the Massachusetts eHealth Collaborative (MAeHC), do hereby

certify that:

- (1) I am the duly elected and acting Clerk/Secretary of the MAeHC, a Massachusetts nonprofit corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) The following are true, accurate and complete copies of the resolutions adopted by the Executive Committee of the Corporation at a meeting of the said Executive Committee held on the 10 day of May, 2010, which meeting was duly held in accordance with Massachusetts law and the by-laws of the Corporation:

RESOLVED: That this Corporation enter into a Contract with the State of New Hampshire, acting by and through the Department of Health and Human Services, providing for the performance of certain IT Consulting Services regarding New Hampshire's intent to implement a Health Information Exchange environment, and that the President (and Vice President) (and the Treasurer) (or any of them acting singly) be and hereby (is) (are) authorized and directed for and on behalf of this Corporation to enter into the said Contract with the State and to take any and all such actions and to execute, acknowledge and deliver for and on behalf of this Corporation any and all documents, agreements and other instruments (and any amendments, revisions or modifications thereto) and (she) (he) (any of them) may deem necessary, desirable or appropriate to accomplish the same;

RESOLVED: That the signature of any officer of this Corporation affixed to any instrument or document in or contemplated by these resolutions shall be conclusive evidence of the authority of said officer to bind this Corporation thereby;

- (5) the foregoing resolutions have not been revoked, annulled, or amended in any manner whatsoever and remain in full force and effect as of the date hereof;
- (6) the following person(s) (has) (have) been duly elected to and now occupy the office(s) indicated below:

Micky Tripathi      President

Chris Matarazzo   Vice President

and;

- (7) the corporation has no seal.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 10 day of May, 2010.

Ellen Hafer Clerk/Secretary

STATE OF Massachusetts

COUNTY OF Suffolk

On this the 10 day of May, 2010, before me, Ellen Hafer, the undersigned Officer, personally appeared before me, who acknowledged her/himself to be the Clerk/secretary, of Massachusetts Health Collab. a corporation, and that she/he, as such clerk secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by her/himself as clerk/secretary.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

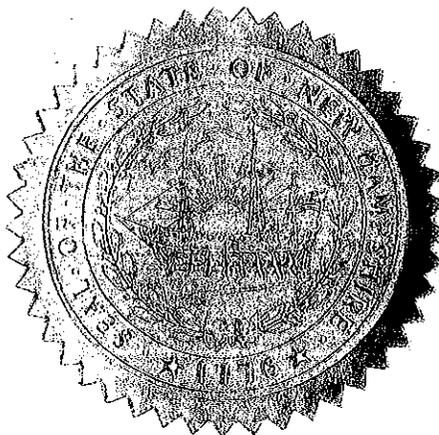
Richard W. Bayart  
Notary Public/Justice of the Peace

My Commission Expires: July 7, 2014

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Massachusetts Ehealth Collaborative, Inc., a(n) Massachusetts nonprofit corporation, registered to do business in New Hampshire on May 6, 2010. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of May, A.D. 2010

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



## **IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2010

<b>PRODUCER</b> Doug Jones c/o AJG Risk Management Services, Inc. 8800 E. Chaparral Rd, Suite 230 Scottsdale, AZ 85250	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Genesis Consolidated Services, Inc. 76 Blanchard Rd. Burlington, MA 01803	INSURER A: Zurich-American Insurance Company	16535
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

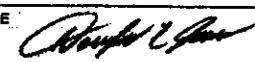
## COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>A</b>		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 45-76-787-05	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		OTHER	Location Coverage Period:	01/01/2010	01/01/2011	Certificate#: 10MA503745628 Client#: 2154-MA

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverage is provided for only those employees leased to but not subcontractors of: Mass e-Health Collaborative; Massachusetts E-Health Professional Services, Inc. 860 Winter St Waltham, MA 02451

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services Commissioner Nicholas A. Toumpas 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**NH Department of Health and Human Services**

**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 2168121691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

NH DHHS, Office of Business Operations  
Standard Exhibit P- Certification Regarding Drug Free Workplace Requirements  
January 2009  
Page 1 of 2

Contractor Initials: MT

Date: 5/5/2010

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT P

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

Massachusetts eHealth Collaborative From: June 1, 2010 To: June 30, 2012  
(Contractor Name) (Period Covered by this Certification)

Micky Tripathi, President and CEO  
(Name & Title of Authorized Contractor Representative)

[Signature]  
(Contractor Representative Signature)

05/05/2010  
(Date)

NH DHHS, Office of Business Operations  
Standard Exhibit P- Certification Regarding Drug Free Workplace Requirements  
January 2009  
Page 2 of 2

Contractor Initials: MT

Date: 5/5/2010

2010-080 Exhibit P

Initial All Pages:

Contractor's Initials MT

Exhibit P

Page 30 of 42

NH Department of Health and Human Services

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

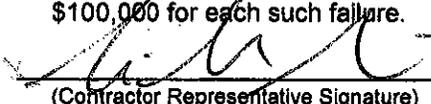
- Temporary Assistance to Needy Families under Title IV-A
- Child Support Enforcement Program under Title IV-D
- Social Services Block Grant Program under Title XX
- Medicaid Program under Title XIX
- Community Services Block Grant under Title VI
- Care Development Block Grant under Title IV

Contract Period: June 1, 2010 through June 30, 2012

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

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

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

  
(Contractor Representative Signature)

Micky Tripathi, President & CEO  
(Authorized Contractor Representative Name & Title)

Massachusetts eHealth Collaborative  
(Contractor Name)

5/5/2010  
(Date)

NH DHHS, Office of Business Operations  
Standard Exhibit Q- Certification Regarding Lobbying  
January 2009

Contractor Initials: MT

Date: 5/5/2010

2010-080 Exhibit Q

Initial All Pages:

Contractor's Initials MT

Exhibit Q

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
CONTRACT 2010-080  
EXHIBIT R

**NH Department of Health and Human Services**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

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

**INSTRUCTIONS FOR CERTIFICATION**

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

NH DHHS, Office of Business Operations  
Standard Exhibit R -  
Certification Regarding Debarment, Suspension and Other Responsibility Matters  
January 2009  
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Initial All Pages:

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

**PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract)

NH DHHS, Office of Business Operations Standard  
Exhibit R -  
Certification Regarding Debarment, Suspension and Other Responsibility Matters  
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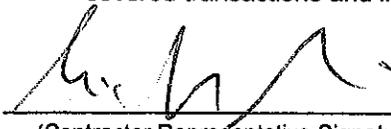
STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
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**LOWER TIER COVERED TRANSACTIONS**

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

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

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

  
\_\_\_\_\_  
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title) *micky Tripathi, President & CEO*

*Massachusetts eHealth Collaborative (MAeHC), 5-5-2010*  
\_\_\_\_\_  
(Contractor Name) (Date)

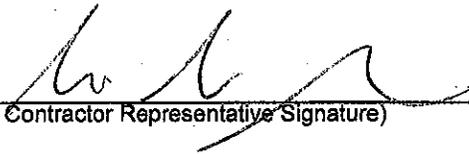
Contractor Initials: *MT*  
Date: *5-5-2010*

NH Department of Health and Human Services

**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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

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

  
Contractor Representative Signature

Micky Tripathi, President & CEO  
(Authorized Contractor Representative Name & Title)

Massachusetts eHealth Collaborative  
(Contractor Name)

5/5/2010  
(Date)

STATE OF NEW HAMPSHIRE  
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STATE LEVEL HEALTH INFORMATION EXCHANGE PROJECT  
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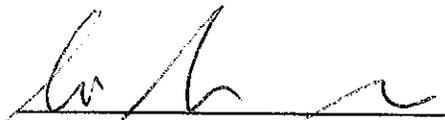
NH Department of Health and Human Services

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

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

  
(Contractor Representative Signature)

Micky Tejparthi, President & CEO  
(Authorized Contractor Representative Name & Title)

Massachusetts Health Collaborative  
(Contractor Name)

5/5/2010  
(Date)

NH DHHS, Office of Business Operations  
Standard Exhibit T - Certification Regarding Environmental Tobacco Smoke  
January 2009

Contractor Initials: MT  
Date: 5-5-2010

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**NH Department of Health and Human Services**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT**

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

**BUSINESS ASSOCIATE AGREEMENT**

**(1) Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part I & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501 (g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

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- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. *mt*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As Required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PH I until Covered Entity has exhausted all remedies.

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

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

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision # 13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

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- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIP AA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Contractor Initials: MT

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**(5) Termination for Cause**

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

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision # 13, shall survive the termination of the Agreement.

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EXHIBIT U

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

*Massachusetts eHealth Collaborative*

The State Agency Name

Name of the Contractor

Signature of Authorized Representative

Signature of Authorized Representative

Name of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

Title of Authorized Representative

Date

Date

Standard Exhibit U - HIPAA Business Associate Agreement  
September 2009  
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Date: 5/5/2010

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