Department of Health and Human Services
Division of Economic and Housing Stability
New HEIGHTS Maintenance, Operations and Enhancements

RFP-2023-DEHS-01-NEWHE (2020-095)

RFP ISSUED………………………….……….September 17, 2021

STATE POINT of CONTACT……………….……Jennifer Hackett
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E-Mail: jennifer.hackett@dhhs.nh.gov

CONTRACT TYPE……………………………… Firm Fixed Price

PROPOSALS DUE……………………….…………December 17, 2021

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION ECONOMIC AND HOUSING STABILITY
RFP-2023-DEHS-01-NEWHE (2020-095) NEW HEIGHTS MAINTENANCE AND ENHANCEMENTS

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1. INTRODUCTION

The State of New Hampshire, acting through the Department of Health and Human Services (DHHS), Division of Economic and Housing Stability (DEHS), Bureau of Family Assistance (BFA) and in cooperation with the Department of Information Technology (DoIT), is releasing this Request for Proposals (RFP) to procure maintenance, operations and enhancement services for the DHHS New HEIGHTS and NH EASY Gateway to Services systems.

1.1. Contract Award

As a result of this RFP, the State plans to execute a firm fixed price contract with a vendor to provide services for $7,500,000 per year or an amount approved by the Governor and Executive Council as part of the DHHS budget.

1.1.1 Non-Exclusive Contract

Any resulting contract from this RFP will be a non-exclusive contract. The State reserves the right, at its discretion, to retain other vendors to provide any of the Services identified under this procurement.

1.2. Contract Period

The selected vendor shall be fully prepared to commence services after full execution of the contract, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council ("Effective Date").

Time is of the essence in the performance of a vendor's obligations under the contract.

The Contract term will begin on the Effective Date and extend through September 30, 2025. The term may be extended up to two 3-year periods ("Extended Term") but not beyond September 30, 2033, at the sole option of the State, subject to the parties' prior written agreement, subject to Governor and Executive Council approval.

The State does not require the vendor to provide services prior to the Effective Date; however, if the vendor commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of the vendor. In the event that the contract does not become effective, the State shall be under no obligation to pay the vendor for any costs incurred or services performed; however, if the contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the contract.

A contract award by the State will be based upon criteria, standards, and weighting identified in this RFP. Each vendor proposal will be considered as a whole solution, without limitation, including all software and services proposed, qualifications of the vendor and any subcontractors, and cost.

If a contract is awarded, the vendor must obtain written consent from the State before any public announcement or news release is issued pertaining to any contract award. Such permission, at a minimum, will be dependent upon approval of the contract by Governor and Executive Council of the State of New Hampshire.

1.3. Overview of Project

New HEIGHTS is the enterprise case management system for DHHS and supports extensive and complex business functions. As such, ongoing maintenance and operations of New HEIGHTS is essential to the provision of services to New Hampshire citizens and the fulfillment of the mission of DHHS as well as mandates based on State and Federal requirements. DHHS has utilized New HEIGHTS to consolidate and replace siloed legacy systems, automate manual tasks supporting increased caseloads, engage clients and community stakeholders through the NH EASY Gateway to Services web portal, and to improve person-centric care through enhanced interoperability. These investments in more efficient, effective and secure service delivery include technologies such as an Identity Management System for security integrated with the Lawson human resources system, a Master Client Index (MCI), an Enterprise Service Bus (ESB), a rules engine, a wide array of interfaces including integration with the Federal Data Services Hub (FDSH) and Federally Facilitated Exchange (FFE). In addition, New HEIGHTS is the enrollment management system for Medicaid recipients.

The proposed Solution vendor must:
• Supply qualified staff capable of maintaining and enhancing New HEIGHTS and NH EASY Gateway to Services to keep it current with all Federal and State rules, policies, business requirements, and meet all RFP requirements as prioritized by the New HEIGHTS project manager
• Provide production operations support
• Perform and monitor system releases
• Provide management of the proposed resources to meet Project Work Plan and Service Level Agreement performance standards
• Conform with any and all new Performance Measures in support of system performance and design

An overview of New HEIGHTS and NH EASY is provided in Appendix A of this RFP. A more detailed description of the New HEIGHTS and NH EASY Gateway to Services System will be made available ONLY to vendors who submit a Letter of Intent. Scope of services and Proposal Topics and requirements may be found in Appendix C, System Requirements and Deliverables.

2. SCHEDULE OF EVENTS

The following table provides the Schedule of Events.

EVENT	DATE	TIME
RFP released to vendors	September 17, 2021	Not Applicable
Vendor Inquiry Period begins	September 17, 2021	Not Applicable
Letter of Intent (Strongly Recommended)	October 1, 2021	11:59 p.m.
Vendor Inquiry Period ends (final inquiries due)	October 1, 2021	11:59 p.m.
Final State responses to vendor inquiries	October 8, 2021	11:59 p.m.
Final date for Proposal submission	December 17, 2021	11:59 p.m.
Anticipated Governor and Council approval	March 2022	Not Applicable
Anticipated Notice to Proceed	March 2022	Not Applicable

3. REQUIREMENTS AND DELIVERABLES

3.1. Software

The State seeks to procure the services of a qualified and experienced vendor to maintain and enhance the New HEIGHTS and NH EASY Gateway to Services systems under this contract. Each proposal must present a solution that fully supports the requirements listed in Appendix C: *System Requirements and Deliverables.*

3.2. Requirements

Requirements are provided in the following Appendices:
- **Appendix B:** Minimum standards for Proposal Consideration, compliance with System requirements, use of proposed COTS Software, vendor Implementation experience, and proposed Project Team.
- **Appendix C:** System Requirements and Deliverables
- **Appendix D:** Security Requirements

- **Appendix E:** Vendor Qualifications
- **Appendix F:** Pricing Worksheets
- **Appendix G:** Testing and Certification Requirements

3.3. Deliverables

The maintenance and enhancements portion of this procurement is for time and materials. However, change orders may be requested at State discretion and will be deliverable-based. More information on change orders is provided in Appendix H-2.6. In addition the format on pricing proposals for change orders is provided in Appendix F: *Pricing Worksheets*.

4. INSTRUCTIONS

4.1. Proposal Submission, Deadline, and Location Instructions

Proposals submitted in response to this RFP must be received by the Department of Health and Human Services no later than the time and date specified in Section 2: *Schedule of Events*. Proposals must be addressed to:

State of New Hampshire
Department of Health and Human Services
Division of Client Services
c/o Jennifer Hackett
129 Pleasant Street,
Concord, New Hampshire 03301
jennifer.hackett@dhhs.nh.gov

4.2. Proposal Submission

4.2.1. Proposals must be submitted electronically to contracts@dhhs.nh.gov and to the Contract Specialist at the email address specified in Subsection 4.1.

4.2.1.1. The subject line must include the following information:

RFP-2023-DEHS-01-NEWHE (email xx of xx).

4.2.1.2. The maximum size of file attachments per email is 10 MB. Proposals with file attachments exceeding 10 MB must be submitted via multiple emails.

4.2.2. The Department must receive the Proposal by the time and date specified in Section 2: Schedule of Events and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

4.2.3. The Department will conduct an initial screening step to verify Proposer compliance with the submissions requirements of this RFP. The Department may waive or offer a limited opportunity for a Proposer to cure immaterial

deviations from the RFP requirements if it is deemed to be in the best interest of the Department.

4.2.4. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded. Submission of the Proposals shall be at the Proposer's expense.

4.2.5. Letter of Intent
Vendors who intend to submit a Proposal to this RFP may provide a written Letter of Intent to the RFP Point of Contact (see section 4.3: *Proposal Inquiries*) no later than 11:59 PM EST, on the date specified in Section 2: *Schedule of Events*.

The Letter of Intent must be sent by an authorized representative via regular U.S. mail, registered or express mail, fax, or e-mail to the RFP Point of Contact.

4.2.6. Content of Letter of Intent
Each vendor must appoint an individual to officially represent the vendor for this acquisition.

The Letter of Intent must include:
- Name of vendor Representative
- Title
- Address
- Telephone
- Fax Number
- Statement of Intent
- Certification of Ability to Meet the Mandatory and Desired Qualifications

4.3. Proposal Inquiries
All inquiries concerning this RFP, including but not limited to, requests for clarifications, questions, and any changes to the RFP, must be emailed, citing the RFP title, RFP number, page, section, and paragraph and submitted to the following RFP State Point of Contact:

> Jennifer Hackett
> Contracts and Procurement
> 129 Pleasant Street
> Concord, NH 03301
> Jennifer.hackett@dhhs.nh.gov
> (603) 271-9605

Vendors are encouraged to submit questions via email. The subject line of the e-mail should be prefaced: RFP-2023-DEHS-01-NEWHE Inquiry. The State assumes no liability for assuring accurate/complete email transmission/receipt and is not responsible to acknowledge receipt.

Inquiries must be received by the RFP State Point of Contact no later than the conclusion of the vendor Inquiry Period (see Section 2: *Schedule of Events*). Inquiries received later than the conclusion of the vendor Inquiry Period will not be considered properly submitted and will not be considered.

The State intends to issue official responses to properly submitted inquiries on or before the date specified in Section 2: *Schedule of Events*; however, this date may be subject to change at the State's discretion. The State may consolidate and/or paraphrase questions for sufficiency and clarity. The State may, at its discretion, amend this RFP on its own initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications, or modifications concerning the RFP shall not be binding upon the State. Official responses will be made in writing.

4.3.1. Restriction of Contact With State Employees

From the date of release of this RFP until an award is made and announced regarding the selection of a vendor, all communication with personnel employed by or under contract with the State regarding this RFP is forbidden unless first approved by the RFP State Point of Contact listed in Section 4.3: *Proposal Inquiries*.   State employees have been directed not to hold conferences and/or discussions concerning this RFP with any vendor during the selection process, unless otherwise authorized by the RFP State Point of Contact.

4.4. Alteration of RFP
The original RFP document is on file with the State of New Hampshire, Department of Administrative Services. Vendors are provided an electronic version of the RFP. Any alteration to this RFP or any file associated with this RFP is prohibited. Any such changes may result in a Proposal being rejected.

4.5. RFP Amendment
The State reserves the right to amend this RFP at its discretion, prior to the Proposal submission deadline. In the event of an Addendum to this RFP, the State, at its sole discretion, may extend the Proposal submission deadline, as it deems appropriate. Proposers who submitted a Letter of Intent will receive notification of the amendment, and the amended language will be posted on the Department's website.

4.6. Non-Collusion
The vendor's signature on a Proposal submitted in response to this RFP guarantees that the prices, terms and conditions, and Services quoted have been established without collusion with other vendors and without effort to preclude the State from obtaining the best possible competitive Proposal.

4.7. Validity of Proposal

Proposals must be valid for one hundred and eighty (180) days following the deadline for submission of Proposals in Section 2: *Schedule of Events*, or until the Effective Date of any resulting Contract.

4.8. Property of the State

All material received in response to this RFP shall become the property of the State and will not be returned to the vendor. Upon Contract award, the State reserves the right to use any information presented in any Proposal.

4.9. Confidentiality of a Proposal

Information submitted in response to this RFP is subject to public disclosure under the Right-to-Know law after the Governor and Council approves a contract. At the time of closing date for Proposals, the State will post the number of responses received with no further information. Pursuant to RSA 21-G:37, the State will also post the name and rank or score of each Vendor pursuant to the timeliness requirements therein. Notwithstanding the Right-to-Know law, no information concerning the contracting process, including, but not limited to information related to proposals, communications between the parties or contract negotiations, shall be available until a contract is approved by G&C, or, if the contract does not require G&C approval, until the contract has been awarded. The Proposer's disclosure or distribution of the contents of its Proposal, other than to the State, may be grounds for disqualification at the State's sole discretion.

4.10. Public Disclosure

Subject to applicable law or regulations, the content of each vendor's Proposal shall become public information upon the Effective Date of any resulting Contract.

Generally, each Proposal shall become public information upon the approval of Governor and Council of the resulting Contract, as determined by the State, including but not limited to, RSA chapter 91-A: Access to Governmental Records and Meetings (Right to Know Law). In addition, in accordance with RSA 9-F:1, any Contract entered into as a result of this RFP will be made accessible to the public online via the website Transparent NH (http://www.nh.gov/transparentnh/). Accordingly, confidential, commercial or financial information are exempt from public disclosure under RSA chapter 91-A:5, IV: Exemptions. If a Vendor believes any information submitted in response to this request for proposal is confidential, the Vendor must specifically identify that information where it appears in the submission in a manner that draws attention to the designation and must mark/stamp each page of the materials that the Vendor claims must be exempt from disclosure as "CONFIDENTIAL." Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by the State.   Vendors must also provide a separate copy of the full and complete

apdocument, fully redacting those portions and shall note on the applicable page or pages that the redacted portion or portions are "confidential."

Submissions which do not conform to these instructions by failing to include a redacted copy (if necessary), by failing to include a letter specifying the rationale for each redaction, by failing to designate the redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the proposal.

Notwithstanding any provision of this RFP to the contrary, vendor pricing will be subject to disclosure upon approval of the Contract by Governor and Council.

The State will endeavor to maintain the confidentiality of portions of the Proposal that are clearly and properly marked confidential. If a request is made to the State to view portions of a Proposal that the vendor has properly and clearly marked confidential, the State will notify the vendor of the request and of the date and the State plans to release the records. A designation by the vendor of information it believes exempt does not have the effect of making such information exempt. The State will determine the information it believes is properly exempted from disclosure. By submitting a Proposal, vendors agree that unless the vendor obtains a court order, at its sole expense, enjoining the release of the requested information, the State may release the requested information on the date specified in the State's notice without any liability to the vendors.

4.11. Security
The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. Please see Appendix D for specific security requirements. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and data.

4.12. Non-Commitment
Notwithstanding any other provision of this RFP, this RFP does not commit the State to award a Contract. The State reserves the right, at its sole discretion, to reject any and all Proposals, or any portions thereof, at any time; to cancel this RFP; and to solicit new Proposals under a new acquisition process.

4.13. Proposal Preparation Cost
By submitting a Proposal, a vendor agrees that in no event shall the State be either responsible for or held liable for any costs incurred by a vendor in the preparation of or in connection with the Proposal, or for work performed prior to the Effective Date of a resulting Contract.

4.14. Oral Presentations/Interviews and Discussion

The State reserves the right to require vendors to make oral presentations of their Proposals and/or to make available for oral presentations/interviews the IT consultants proposed to implement the COTS application. All costs associated with oral presentations/interviews shall be borne entirely by the vendor. Vendors may be requested to provide demonstrations of their proposed Systems as part of their presentations.

4.15. Required Contract Terms and Conditions

By submitting a Proposal, the vendor agrees that the State of New Hampshire terms and conditions, contained in Appendix H: *State of New Hampshire Terms and Conditions*, DHHS Standard Exhibit I and Exhibit K herein, shall form the basis of any Contract resulting from this RFP. In the event of any conflict between the State's terms and conditions and any portion of the Vendor's Proposal, the State's terms and conditions shall take precedence and supersede any and all such conflicting terms and conditions contained in the vendor's Proposal.

4.16. Proposal Organization

Proposals should adhere to the following outline and should not include items not identified in the outline.
- **Cover Page**
- **Transmittal Form Letter**
- **Table of Contents**
- **Section I:** Executive Summary
- **Section II:** Glossary of Terms and Abbreviations
- **Section III:** Responses to Requirements and Deliverables
- **Sections IV - VII:** Narrative Responses
- **Section VIII:** Cost Proposal
- **Section IX:** Copy of the RFP and any signed Addendum (a) ***required in original Proposal only***
- **Section X:** Appendix

4.17. Proposal Content

Proposals should contain the following:

4.17.1. Cover Page

The first page of the vendor's Proposal should be a cover page containing the following text:

STATE OF NEW HAMPSHIRE
Department of Health and Human Services
Division of Economic and Housing Stability

RESPONSE TO DHHS RFP-2023-DEHS-01-NEWHE NEW HEIGHTS
MAINTENANCE

The cover page should also include the vendor's name, contact person, contact telephone number, address, city, state, zip code, fax number, and email address.

4.17.2. Transmittal Form Letter

The vendor must submit signed Transmittal Form Letter with their response using the Transmittal Form Letter Template provided herewith. Any electronic alteration to this Transmittal Form Letter is prohibited. Any such changes may result in a Proposal being rejected.

The remainder of this page is intentionally left blank

State of New Hampshire Proposal Transmittal Form Letter

Company Name: _____

Address: _____

_____

To: NH DHHS DEHS State Point of Contact: Laurie Snow
Telephone (603) 227-0326
E-Mail: Laurie.snow@dhhs.nh.gov

RE: Proposal Invitation Name: New HEIGHTS Maintenance and Enhancements
Proposal Number: RFP-2023-DEHS-01-NEWHE
Proposal Due Date and Time: November 1, 2021 at 11:59 p.m.

Company Name: _____ hereby offers to sell to the State of New Hampshire the Services indicated in **RFP NH DHHS RFP-2023-DEHS-01-NEWHE New HEIGHTS Maintenance and Enhancements** at the price(s) quoted in vendor Response Section VII: *Cost Proposal*, and Appendix F: *Pricing Worksheets*, in complete accordance with all conditions of this RFP and all Specifications set forth in the RFP and in the State of New Hampshire Terms and Conditions outlined in RFP Appendix H: *State of New Hampshire Terms and Conditions*.

Company Signatory _____ is authorized to legally obligate

Company Name: _____.

We attest to the fact that:
The company has reviewed and agreed to be bound by all RFP terms and conditions including but not limited to the *State of New Hampshire Terms and Conditions* in Appendix H, which shall form the basis of any Contract resulting from this RFP; No new terms and conditions have been added and no existing terms and conditions have been deleted in this RFP Proposal.
The Proposal is effective for a period of 180 days or until the Effective Date of any resulting Contract.
The prices quoted in the Proposal were established without collusion with other eligible vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive price; and
The vendor has read and included a copy of RFP-2023-DEHS-01-NEWHEand any subsequent signed Addendum (a).

Our official point of contact is _____
Title _____
Telephone_____, Email_____
Authorized Signature Printed _____
Authorized Signature _____

4.17.3. Table of Contents

The vendor must provide a table of contents with corresponding page numbers relating to its Proposal. The table of contents must conform to the outline provided in Section 4.16: *Proposal Organization*, but should provide detail, e.g., numbering, level of detail.

4.17.4. Section I: Executive Summary

The executive summary, which must not exceed five (5) pages, must identify how the vendor satisfies the minimum standards for consideration, which are described in Appendix B: *Minimum Standards for Proposal Consideration*, to this Request for Proposals. The executive summary will also provide an overview of the vendor's proposed Solution and Services. Vendors are encouraged to highlight those factors that they believe distinguish their Proposal.

4.17.5. Section II: Glossary of Terms and Abbreviations

The vendor must provide a glossary of all terms, acronyms, and abbreviations used in its Proposal.

4.17.6. Sections III through VII Scope of Work

Using the table provided in the beginning of Appendix C, the vendor must document the ability to meet each requirement.

4.17.7. Section VIII: Cost Proposal

The Cost Proposal must include the following:

- The *Pricing Worksheet* prepared using the format provided in Table F-1 -1 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

- A *Proposed Change Order Enhancement Rate provided in* Table F-1-2 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

- A *Proposed Transition Costs Worksheet* prepared using the format provided in Table F-1-3 of Appendix F: *Pricing Worksheets* and any discussion necessary to ensure understanding of data provided;

4.17.8. Section IX: Copy of the RFP and any signed Addendum

 A copy of the RFP and any signed Addendum is required in original Proposal only.

5. PROPOSAL EVALUATION PROCESS

5.1. Scoring Proposals

Each Proposal will be evaluated and considered with regard to the Solution and Services proposed, qualifications of the vendor and any subcontractors, experience, and qualifications of proposed candidates, and cost.

The State will issue an intent to award notice to a vendor based on these evaluations. Should the State be unable to reach agreement with the vendor during contract discussions, the State may then undertake contract discussions with the second preferred vendor and so on. Such discussions may continue at the sole option of the State, until an agreement is reached, or all proposals are rejected.

The State will use a scoring scale of **1,000 points**, which shall be applied to the Solution as a whole. Points will be distributed among six (6) factors**:**

- 100 points – Project Management Approach
- 150 points – Maintenance and Activities Approach
- 150 points – Operations and Production Support Approach
- 100 points – Security
- 300 points – Corporate and Staff Qualifications
- 200 points – Cost

1,000 Total Points

5.2. Rights of the State in Evaluating Proposals

The State reserves the right to:
- Consider any source of information in evaluating proposals
- Omit any planned evaluation step if, in the State's view, the step is not needed
- At its sole discretion, reject any and all proposals at any time

5.3. Planned Evaluations

The State plans to use the following process:

5.3.1. Initial Screening

The State will conduct an initial screening step to verify vendor compliance with submission requirements and to confirm that the Proposal satisfies the conditions defined in Appendix B: *Minimum Standards for Proposal Consideration*. A proposal that fails to satisfy either submission requirements or minimum standards may be rejected without further consideration.

5.3.2.   Preliminary Scoring of Proposals and Reference Checks

The State will establish an evaluation team to initially score proposals, and conduct reference checks.

5.3.3.   Oral Interviews

Preliminary scores from the initial evaluation of the proposals will be used to select vendors to invite to oral interviews if deemed necessary.

The purpose of oral interviews is to clarify and expound upon information provided in the written Proposals. Vendors are prohibited from altering the basic substance of their Proposals during the oral interviews and product demonstrations.

For each invited vendor, the oral interview will be no more than three (3) hours in length. A highly structured agenda will be used for oral interviews to ensure standard coverage of each invited vendor. Information gained from oral interviews will be used to refine scores assigned from the initial review of the Proposals.

5.3.4.   No Best and Final Offer

The Proposal should be submitted initially on the most favorable terms which the proposer can offer. There will be no best and final offer procedure. The Proposer should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or all of the Proposal.

5.4. Scoring Detail

The State will select a vendor based upon the criteria and standards contained in this RFP and from applying the following weightings. Oral interviews and reference checks will be used to refine and finalize preliminary scores. Topics and page limits are located in Appendix C-1.

5.4.1.   Scoring of the Project Management Approach

The vendor proposed Project Management Approach will be allocated a maximum score of 100 points, which will include, but not be limited to, the following topics:
- Management Judgment and Methodology
- Project Communication and Coordination
- Risk Management
- Resource Management
- Quality Assurance
- Service Level Agreements
- Transition Plan

5.4.2. Scoring of Maintenance Activities Approach

Vendor proposed Maintenance Activities Approach will be allocated a maximum score of 150 points, which will include, but not be limited to, the following topics:

- New HEIGHTS
- NH EASY Gateway to Services
- Document Imaging
- New HEIGHTS Enterprise Business Intelligence Solution
- SDLC
- Time and Resource Estimation
- Help Desk Support
- Ad Hoc Reporting
- Documentation Requirements

5.4.3. Scoring of Operations and Production Support Approach

Vendor proposed Operations and Production Support Approach will be allocated a maximum score of 150 points, which will include, but not be limited to, the following topics:

- Configuration Support
- Online Production Operations
- Batch Cycles Execution and Monitoring
- Software Migration
- LAN Support
- Jira Support
- Application Database Administration and Maintenance
- Mass Change Support
- On-line and Batch Performance Tuning
- Technology Innovations

5.4.4. Security

Vendor proposed Operations and Production Support Approach will be allocated a maximum score of 100 points, which will include, but not be limited to, the following topics:

- Security Standards
- Access Control
- Data and System Security
- Awareness and Training
- Secure Software Development and Security Testing
- Use of Subcontractors
- Incident Management
- Infrastructure Security

5.4.5. Scoring of Corporate and Staff Qualifications

Corporate and staff qualifications (including any Subcontractors) will be allocated a maximum score of 300 points, which will be distributed among the following topics:

- Corporate Overview
- Financial Strength
- Litigation
- Prior Project Descriptions
- Subcontractor Information
- Value Added Services
- Staff Counts and Roles
- Staff Qualifications
- Exclusive Right to Represent
- Resumes for Key Vendor Staff
- Resumes for Non-Key Vendor Staff
- Staff Retention and Diversion

5.4.6. Scoring Solution Cost

The vendor Cost Proposal will be allocated a maximum score of 200 points. The State will consider both maintenance and Enhancement costs as well as transition costs. A spreadsheet for submitting costs is provided in Appendix F of this RFP. Cost information required in a Proposal is intended to provide a sound basis for comparing costs.

The State will consider significant differences in costs to the State exclusive of payments to the Vendor. This includes costs such as transition costs of State staff and resources.

The following formula will be used to assign points for costs:

(Lowest Proposed Total Cost/Vendor's Proposed Total Cost) X 200 = Vendor's Cost Score

For the purpose of this formula, the lowest proposed total cost is defined as the lowest total cost proposed by a vendor who fulfills the minimum qualifications.

A. **APPENDIX A: System Description and Background Information**

A-1   Department of Health and Human Services

A-1.1 MISSION STATEMENT

To join communities and families in providing opportunities for citizens to achieve health and independence

A-1.1.1   RESPONSIBILITIES

- To meet the health needs of New Hampshire citizens: The Department of Health and Human Services recognizes its responsibility to improve access to health care, to ensure its quality and to control costs through improved purchasing, planning and organization of health care services. The Department will work to prevent disease and to protect and improve the health and safety of all citizens through regulatory and health promotion efforts.
- To meet the basic human needs of New Hampshire citizens: The Department has a responsibility to provide financial, medical and emergency assistance and employment support services to those in need, in order to assist individuals in reaching self-sufficiency.
- To provide treatment and support services to those who have unique needs including disabilities, mental illness, special health care needs or substance abuse problems: The Department has a responsibility to ensure access to quality community-based services for eligible individuals.
- To protect and care for New Hampshire's most vulnerable citizens: The Department has a special responsibility to support those who, due to age, disability or circumstance, are at risk and in need of protection.

A-1.1.2   GOALS AND OBJECTIVES

The results of the mission and vision of DHHS are the following goals and objectives for the New HEIGHTS Maintenance and Enhancements:
- Timely and accurate delivery of benefits to needy citizens of New Hampshire
- Quality, consistency, and accuracy of information
- Provide significant business process and operational efficiencies
- Modernize technologies that can meet the business needs of tomorrow
- Success factors are best summarized as follows:

- Ability to process cases within required timeframes, and to handle increasing caseloads without corresponding increases in staff
- Decrease in the error rates for all programs with potential for corresponding high performance bonuses
- Communicate effectively and consistently with management, legislators, other elected officials, working groups, and stakeholders
- Ability to provide and enhance tools for external stakeholders and clients to increase self-service capabilities
- Ability to keep up with emerging technologies and capabilities

A-2   Department of Information Technology and Technology Status

The Project will be conducted in cooperation with the New Hampshire Department of Information Technology (DoIT).   DoIT coordinates the statewide Information Technology activities.

A-2.1 Technical Architecture

Components of the State's technical architecture include:
- State Network Environment: The State of New Hampshire operates a Metropolitan-Area-Network (MAN) in the city of Concord, NH using a combination of leased and owned fiber optic cable. State of New Hampshire locations outside of the Concord, NH main facility are connected via multiple wide-area networks using various technologies including Carrier Ethernet Services, Microwave Wireless and VPN Tunnels over the Internet. State Agency Networks have varying levels of integration and connectivity to the statewide core for resource sharing and centralized administration by the Department of Information Technology (DoIT). State agencies connect to the State's central core network location in Concord to facilitate access to e-mail, the Internet, and the State's financial applications. Direct support is provided for twenty-one partner agencies; other State agencies support their own networks, out-source the support, or use the resources of another agency.
- Internet Access: The State of New Hampshire has purchased through ARIN its own External IP Address Range and Autonomous System Number. The State advertises its External IP Space and Autonomous System Number to two different Internet Service Providers to provide failover in the event of a single ISP network failure.
- The State uses VMWare for Windows server virtualization and virtual hosts that are deployed at two separate State campus sites. VMWare provides a highly scalable and high availability environment for the State's many Agencies. If a virtual host fails, VMWare automatically fails over all of the virtual servers on that host to another host. The EMC

Networker product is used to manage backups for this environment utilizing Data Domain as the disk to disk repository.

- For the State's Oracle enterprise systems, an Oracle/Linux Solution (OVM) is used for the virtual environment. Similar to the windows environment, this Solution provides a highly scalable and high availability environment and also utilizes the EMC Networker and Data Domain backup Solution. Data Domain is also employed to meet the backup requirements within OVM.

A-2.2 Future Systems Environment

The vendor must support the following changes as necessary throughout the life of the contract:

 i. Migration of on premise assets to a cloud hosting provider to reduce the cost of hosting and increase the Department agility.
 ii. Shift to enterprise platforms to accelerate delivery and reduce costs.
 iii. Design and employ cost sharing through Enterprise Services – Integration platform, Business Rules Engine, Data Visualization Platform, etc.
 iv. Implement a Salesforce SaaS/PaaS front end for client and community engagement on the DHHS enterprise platform.
 v. Utilize existing enterprise assets, including the Mulesoft ESB, enterprise analytics platform, rules engine, scanning, content management and other similar assets which support enterprise integration and re-use of services across business lines.
 vi. Selectively re-use existing NewHEIGHTS backend services (interfaces, batch processes, etc.) to maximize ROI on existing assets.

A-3   System Description

The sections below describe the various system components to be maintained and enhanced as a result of this procurement:

A-3.1 New HEIGHTS

New HEIGHTS is one of the largest computer systems operated and maintained in the Department of Health and Human Services (DHHS). It computes eligibility for more than 30 categories of assistance. New HEIGHTS is used by approximately 1000 people across DHHS located at various offices around the State as well as non-State offices such as Service Link Centers and Managed Care Organizations.

New HEIGHTS consists of subsystems which are described below:

Application Entry (AE) – The AE subsystem is used to perform the interactive interview with the client for new applications as well as eligibility reviews. AE

is also the subsystem that supports the entry of all case change, information. It consists of more than 150 screens.

Benefit Issuance (BI) – The Benefit Issuance subsystem performs the daily, bi-monthly and monthly benefit issuance activities for cash and SNAP. BI contains screens to view benefit issuance history and perform benefit issuance support functions such as supplemental issuance requests and approvals, stop payments, cancels, and reissuances. Additionally, a number of fiscal reports are produced. This subsystem also includes a daily interface with Edge, the system that is used for Electronic Benefit Interface (EBT) payments and with Administrative Services for Electronic Funds Transfer (EFT) transactions.

Benefit Recovery (BV) – The Benefit Recovery subsystem is used primarily by the Office of Special Investigations and Estate Recoveries Unit. BV performs benefit error processing such as referral creation, claim establishment and tracking, and recoupment calculation. Benefit Recovery also includes Federal Reporting including the FNS209 report.

Bridges Interface (BG) – The New HEIGHTS/New Hampshire Bridges (DHHS's Child Welfare System) interface communicates information between the two systems. The Eligibility interface sends the Child Care, Foster Care, Adoption Subsidy and Family preservation eligibility information and performs reconciliation between the two systems. Eligibility, Work Program Employment and Training Service Providers, Work Program Employment and Training Services (ETS) Authorization, Medical Transportation and Emergency data are also sent.   NH Bridges sends an interface file to New HEIGHTS to electronically establish Medicaid eligibility for Foster Care and Adoption Subsidy children.

Caseload Management (CM) – The CM subsystem includes a variety of critical case management tools for workers including a Worker Dashboard, Pending Screens, Redetermination Screens, and Expected Change Screens. It also provides other functionality such as Alerts, Expected Change tracking, Case Transfer Process, TANF Clock to track clients in the 60 month lifetime TANF limit, and other processes which assist workers in managing their caseloads. Additionally, batch functionality is included which scans the database to create mass change triggers, generates alerts and notices, and determines error prone profiles.

Child Support Interface (IV-D) – The child support interface communicates information between New HEIGHTS and the New England Child Support Enforcement System (NECSES). It is used to exchange information about applicants that could affect the eligibility determination or to refer cases to the Division of Child Support Services (DCSS) when an absent parent is added to an application.

Client Notices (CN) – An integrated Notice of Decision is generated for each action that occurred to a case each day. CN also produces more than 100 variations of letters triggered from subsystems within New HEIGHTS. Users are given the option to print letters online or have them produced in batch. CN also has screens for viewing, printing, suppressing, and adding supplemental text to notices and letters.

Client Registration (CR) – This subsystem includes the functionality to register requests for assistance from clients as they apply for services. CR provides statewide clearance and prior contact checking. The client registration module performs a screening function that determines, at a gross level, the programs of assistance for which a client may be eligible.

Client Scheduling (CS) – This subsystem includes the screens to maintain worker schedules. Functionality is also included for searching schedules for available appointment slots and automatic scheduling of redetermination appointments. CS provides the ability to view daily schedules by district offices, and set global standard days that can be used across all offices.

Enterprise Business Intelligence (EBI) – The EBI also includes the DHHS Data Warehouse. New HEIGHTS Data Warehouse Extracts and Reports are critical for strategic management. EBI provides valuable information about caseloads to District Office managers to do caseload analysis on their own without waiting for reports to be coded, tested, and run by system analysts. In addition, the extracts and reports provide performance measurement information to assess worker performance. The data warehouse is used to automatically produce the TANF Federal Reports, particularly the ACF 199.

Document Imaging (DI) – This is the electronic document management Solution for New HEIGHTS. It uses the COTS product Kofax to capture, compile and index electronic documents including client applications and verifications. The index module in Kofax has been customized to meet DHHS unique requirements for centralized indexing. The backend document management system including the image storage and retrieval functions is provided by OnBase. These functions are coupled with the customized workflow functionality including inbox, e-folder, document search capabilities, etc., which are implemented within New HEIGHTS.

Data Exchange (DX) – This subsystem handles more than fifteen (15) different crossmatches between New HEIGHTS and a variety of external systems, both state and federal. There are associated screens for each data exchange including matches, discrepancies, and dispositions for each individual exchange as well as launches to appropriate data entry screens to resolve discrepancies. These sources include:

- Social Security Administration (SSA) for SSN matches, prisoner matches, death matches, alien 40 quarters, buy-in and Social Security Income
- NH Employment Security (NHES) for Unemployment Compensation Benefits prescreen, discrepancies, wage prescreen, quarterly wages, and new hire information
- Office of Child Support Enforcement – National Directory of New Hires (NDNH) is a national database containing wage and employment information.
- The Public Assistance Reporting Information System (PARIS) is an information exchange system containing client data from the Veterans Administration, Department of Defense/Office of Personnel Management (active or retired military and Federal employees) and other states to identify possible erroneous payments
- National Automobile Dealers Association for determining vehicle value
- Electronic Disqualified Recipient System (eDRS) interface serves as a central repository to report Intentional Program Violations (IPVs) for Supplemental Nutrition Assistance Program (SNAP) recipients, as well as to access IPVs reported by all states and U.S. territories.
- Asset Verification System (AVS) verifies the liquid assets of clients applying for or receiving benefits from certain Medical Assistance programs.
- NH Department of Corrections provides data for recently released or paroled individuals to determine eligibility for Medical Assistance

Eligibility Determination/Benefit Calculation (EDBC) – The EDBC subsystem utilizes a rules engine which contains the intricate logic used to determine non-financial, asset and income eligibility for each of the more than 100 categories of assistance. When EDBC is executed for a case, it performs the eligibility and budgeting calculations in on-line and batch mode as necessary to determine the benefits for a given case. The EDBC process works closely with the SFU process as it evaluates the eligibility only for the assistance groups built by SFU. This subsystem contains a large variety of budget screens for each category of assistance as well as for each budgetary period.

Federal Data Services Hub (FDSH) – Based on CMS requirements under the Affordable Care Act, States must pass data back and forth to the Federally Facilitated Marketplace (FFM) via the FDSH. The transactions from and to CMS are for referrals, Minimum Essential Coverage (MEC) checks with NH on applicants from the FFM to determine if they are already open for Medicaid in NH, Remote Identity Proofing (RIDP), and Verify Lawful Presence (VLP). Usage of the FDSH requires compliance to stringent security protocols as defined in the MARS-e 3.0 regulations.

History Maintenance (HM) – This subsystem maintains the activity audit trail (who accessed what screens and when) and includes the functionality for purging, archiving, and restoring case and individual data.

Inquiry (IQ) - New HEIGHTS provides a variety of inquiry screens for different users. It includes case level inquiry as well as individual level. In addition, there are inquiry screens for other functions such as audit trail by worker or case and a Customer Service Dashboard which provides a comprehensive overview of a case.

Interactive Voice Response (IVR) – IVR functionality is handled through a separate system, however real time API calls are made to New HEIGHTS to provide clients with information about their case. IVR functionality is a 24 x 7 function.

Long Term Services and Supports (LTSS) - LTSS consists of all activities related to a consumer's application and enrollment in the Choices for Independence (CFI) waiver or Nursing Facility programs. The process includes tracking of the intakes through the eligibility determination as well as ongoing plan management including assigning case management agencies and managing waiver services. There are many screens in this area including dashboards and activity tracking.

Managed Care - New HEIGHTS is the enrollment broker engine for managed care. The functionality in this subsystem includes screens and processes to enroll, remove, or modify a client's enrollment in managed care.

Mass Change (MC) – The Mass Change subsystem is used to process mass eligibility determinations in New HEIGHTS. MC provides the ability to apply policy changes initiated by the State or Federal government that may affect groups of cases, and to redetermine eligibility periodically for assistance groups affected by time-dependent events.

Medicaid Management Information System (MMIS) Interface – The MMIS interface subsystem is used to exchange Medicaid related data with the MMIS system. The New HEIGHTS information sent to MMIS includes Client, Demographics, Eligibility, Spenddown Eligibility, Casehead Information, Third Party Liability (TPL), Nursing Homes, Pregnancy, Legally Liable County LLC), LTSS information, replacement card requests, and Managed Care Organization (MCO)enrollment.   There is also a reconciliation process between New HEIGHTS and MMIS to ensure they are in sync.

On-Line Help (OH) – This subsystem provides workers with a mechanism for viewing system help information at the screen level, policy manuals with links from the various screens to the appropriate sections of policy, and user guides. It is created via Robo Help files.

Periodic Reporting (PR) – This subsystem is used primarily for tracking of Extended Medical Assistance (EMA) cases. There are complex policies governing these cases that require tracking EMA periods and mailing and receipt of reporting forms.

Quality Control (QC) – This subsystem includes functionality to facilitate quality control reviews. This includes creating a QC universe (list of all cases subject to a QC Review) and from that random samples of cases that have had a positive or negative action in the review period.

Reference Tables (RT) –This subsystem maintains the parameters and code values used by New HEIGHTS for eligibility determination and field editing.

Reporting (RP) – This subsystem produces all reports from the New HEIGHTS System including management reports, statistical reports, federal reports, control and exception reports, etc. Many reports are generated from the Enterprise Data Warehouse (EDW) that has information that is extracted from New HEIGHTS on a monthly basis.

Security Maintenance (SM) – This subsystem includes the functionality to establish the New HEIGHTS administrative structure (workers, caseloads, units, etc.) and maintain the security profiles that control access to the screens in the New HEIGHTS System.

Standard Filing Unit (SFU) – This highly complex subsystem determines which case members are associated with specific categories of assistance within a case, both online and in batch. Different assistance group filing units are built for each program of assistance within the case. SFU uses the non-financial data gathered in Application Entry to configure the individuals in the case for a set of the many possible programs and subprograms of assistance for which potential eligibility exists. The SFU process also incorporates a very complex cascade process which coordinates with the Eligibility Determination modules to evaluate eligibility. SFU also determines the begin dates of eligibility for dozens of different varieties of assistance.

Work Programs (WP) – The comprehensive WP subsystem serves a variety of functions for tracking TANF recipients and the Food Stamp Employment and Training (FS E&T) program participants. WP supports the Work Program case management process by enrolling individuals from the referral list, defining the assessment, defining the New Hampshire Employment Program (NHEP) component, defining the profile groups, developing the employability plan, tracking of activities and capturing detailed work history. WP automates a reconciliation and sanction process for clients who fail to cooperate. It provides reports for planning and administering programs and services. It also includes a wide variety of inquiry screens for managing caseloads.

A-3.2 NH EASY Gateway to Services

The NH EASY Gateway to Services is New Hampshire's award winning "bricks to clicks" client self-service and community partner portal.   As such it is the backbone of DHHS' vision for service modernization.   All NH EASY pages include Multi-browser and multi-device enabled functionality. The NH EASY Gateway to Services website is responsive in nature, and its entire content will shrink to the size of the devise being used. NH EASY has a wide variety of functionality as described below.

Splash and public pages

A wide variety of functionality is available to anyone via the splash and public pages as described below:

Find a form – Most DHHS forms are available via this functionality. It consists of search parameters and links to pdf's in multiple languages if available. Administrative functions to update and add new forms as well as add descriptions and categorize them are available in New HEIGHTS.

Find a service – This functionality exists to assist citizens to identify and apply for services both within DHHS and out in the community. It allows citizens to search for these services based on various parameters. Administrative functions for managing services names, descriptions, search population, statuses, aliases and scoring related to searchable services is managed through New HEIGHTS.

Screening – Users can answer a few simple questions and the in real time receive results and referral to other resources for help. The screening functionality is a solution unique to DHHS because the "rules" for screening are not coded separately; they utilize the New HEIGHTS rules engine. This cuts down on maintenance because changes to eligibility rules are contained in just one place.

Health Plan Search – Users can search by providers or organizations to determine which health plans provide coverage for them.

Client accounts – New and existing clients can create accounts in NH EASY. Once created, the functionality within client accounts changes based on the status of a client's application or case. This functionality includes:

At a Glance – This is the landing page when a user has logged into their account. It provides a high-level summary of their case and serves as a gateway to all other functionality.

Live Chat – Is available to allow clients to receive assistance from a customer service representative. The customer service group can turn this functionality on or off based on availability of staff.

Benefits – This section gives detailed information about the cash and SNAP benefit issuances, eligibility dates across all programs, and health plan information.

Health Plans – Information is available for clients to see their current and historical health plans as well as to indicate their selection when they are in a window to change them.

View notices – clients can view all notices and letters received within the past 18 months. They can also opt to go green and receive an e-mail and text whenever a new notice is posted to their account.

Application – Clients can do their redetermination, reapply, add a program, and other changes to their case from their account. When the process is initiated for one of these actions, the detailed information from New HEIGHTS is imported to NH EASY. When the action is completed, the updated information is exported back to New HEIGHTS with notices to workers.

Work Programs – The Temporary Assistance for Needy Families and New Hampshire Health Protection Program have a work programs component to them. Screens specific to a client's case are available for them to report participation hours and upload verifications.

Documents – Clients are able to upload verifications and other information into New HEIGHTS, see a history of uploaded documents as well as a list of all documents contained in their e-folder.

Authorized Representatives – Clients can view, add, and remove authorized representatives for their case. This information is then imported into New HEIGHTS for workers to obtain the required verifications and update the case.

Community Partner accounts – Community Partners are able to obtain NH EASY accounts to assist DHHS and their clients in many functions as described below:

Applications – Community partners are able to assist clients by filing applications for assistance on their behalf. This includes a search screen to see a high level status of each application they have filed.

Long Term Services and Supports (LTSS) – DHHS has contracts with several community partners to provide assistance in the medical evaluation process for LTSS services. As such this functionality has a wide variety of capabilities including a dashboard with current responsibilities, ability to create Medical Evaluation Assessments, confidential correspondence with the DHHS LTSS unit, and upload of documents.

Case Management Agencies – LTSS clients choose a case management agency to manage their allowable services. These providers are able to work with the DHHS LTSS staff to determine the services and number of allowable units for their clients. This functionality includes a dashboard to show current tasks as well as status of all services, and confidential correspondence with DHHS LTSS workers.

Manage Cases – Clients can authorize a representative to act on their behalf and manage their cases. These representatives have a dashboard which allows them to view and update the clients account from within NH EASY.   With this capability, these representatives have the full functionality described in the client account section above.

View Case Status – Clients can authorize one or many community partners to view the status of their case. This functionality provides a limited view of summary information to the community partner.

Foster Parent Questionnaire – This functionality allows citizens who are interested in becoming foster parents to start the process. The pages provide information on the process and an "application" to fill out as well as the ability to upload proofs to the DCYF unit who manages this process. The potential parents also are provided a dashboard to see where they are in the process.

Women, Infants, and Children (WIC) – Authorized WIC providers are able to assist clients to apply for and utilize WIC benefits. The WIC referral dashboard allows these providers to view pertinent case

information as well as update the status of the case regarding the WIC benefits.

A-3.3 System Development Life Cycle (SDLC)

The New HEIGHTS SDLC consists of the following steps:

A-3.3.1   Requirements

The requirements phase consists of face-to-face requirements meetings with the State project management, functional leads, testers, various business owners, and the vendor counterparts. The vendor is responsible for documenting the requirements in a Change Control Document utilizing a Work Breakdown Structure (WBS) for each individual requirement.

A-3.3.2   Design

In the design phase, the vendor analyzes the requirements and determines the design changes needed to accomplish them. These design changes are documented in a Technical Specification document. The vendor will conduct a design review meeting with New HEIGHTS management and functional leads.

A-3.3.3   Development and Unit Testing

In the development phase, the vendor codes and unit tests the functionality. The Unit test environment is for use by the individual developers to check that their pieces of code work as expected.

A-3.3.4   Integration Testing

While development and unit testing is being done, the vendor integration testers develop integration test plans. This testing is done by the vendor in the Integration Test region to ensure that the individual pieces of the project work as expected before delivery to the State for system testing.

A-3.3.5   System Testing

State staff is responsible for system testing. System test plans are developed by State testing staff independently from integration test plans. The vendor is responsible for supporting the system test cycles, fixing all problems identified and migration of the code fixes to the System Test region.   When appropriate in this phase, parallel testing of the new code with actual transactions from Production is done jointly by the State and the vendor.

A-3.3.6   Regression Testing

State staff is responsible for regression testing. This testing is to ensure that all components are properly moved to the Regression

region and the components changed have not adversely affected any other functionality. The vendor is responsible for supporting this testing and making any required fixes to the code timely and accurately. In this phase the vendor track manager and the State functional lead jointly develop the post-implementation review plan.

A-3.3.7   Migration to Production & Training

The vendor is responsible for migration of the code to the Production and Training environments.

A-3.3.8   Post-Implementation

Vendor and State staff are responsible for post-implementation review activities as agreed upon during the Regression Testing phase.

A-4   Technical Overview

The information below provides an overview of the technical environment to be supported as part of this RFP.

A-4.1 Logical Architecture View

The architecture of the New HEIGHTS system is an n-tier design that separates the application into tiers or layers that are architecturally independent of each other. The New HEIGHTS system consists of a presentation tier, business tier, Services Tier, Batch, Database and Messaging and Integration Layers.
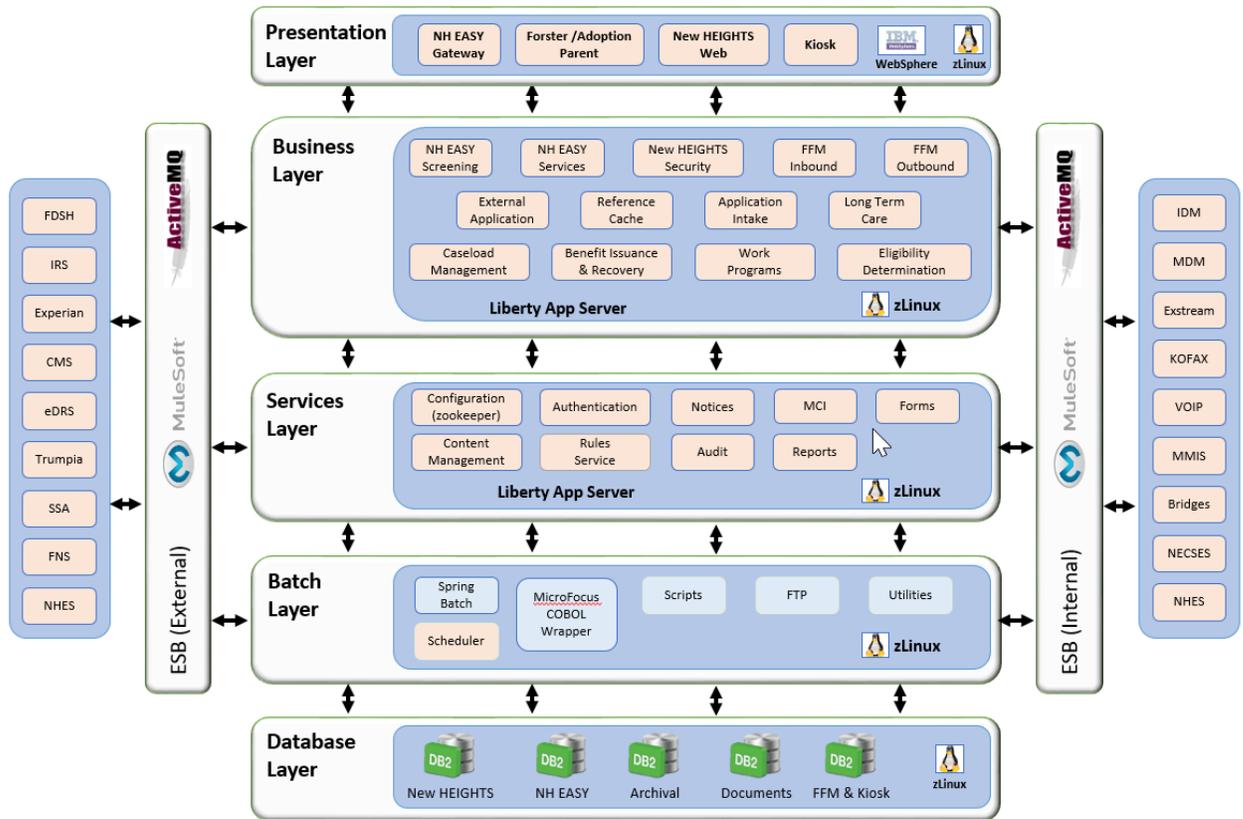
Presentation (Web) Tier

This tier governs what the users see at their workstation. The developed Graphical User Interface (GUI) must be compliant with the Americans with Disabilities Act (ADA) and is geared to those of varying backgrounds, languages and skill levels. The Web tier for New HEIGHTS is specifically developed to capture information, not process it. It allows information to pass through it to the Business Tier where multiple processor stacks route the data and link to data.

Business Tier

The Business Tier is the layer where business logic is run. The complex processing for case management, eligibility and the consequential data exchange among the components of the service and external systems is performed within the Business Tier. This layer is the most critical to the solution and is broken apart from the Web tier to allow the State to grow the application component of the solution as needed without interfering with, or having to rebuild, the front end—the Web tier.

Developer tools, such as IBM Rational Software Architect/Modeler in combination with J2EE executing on IBM WebSphere Liberty Application

Server provide ready-to-use application components that would otherwise have to be custom built for integration. Isolation and integration are key elements of the overall solution.

Messaging and Integration Services Tier

The Messaging and Integration services Tier supports the interactions between the clients and the servers and includes messaging, transaction, security, synchronization, queuing, event, inter/intra application communications, and resource management services. It allows for increased flexibility and adaptability and also provides for easier integration between the application and other agency legacy systems.

Persistence (Database) Tier

The first two layers of the solution act like separate components of the overall solution that enable specific activities to occur before allowing the user to access the database where sensitive data resides. The Database Tier is designed to provide the State added security.   The database environment, where data is read, updated and processed according to the business rules configured for operations, is accessed after a series of approvals and processing functions occur within the previous two layers of the system.

A-4.2 Enterprise Applications

New HEIGHTS has approximately 30 Java applications which are deployed on Websphere Liberty servers. All the applications (projects) in New HEIGHTS are built and packaged using Maven (3.3.9). All third-party libraries and internal libraries are hosted on Artifactory (3.4.2). New HEIGHTS application source code is maintained in GIT and CA SCM version control tools. GitLab software is configured and maintained to deploy artifacts in Artifactory, branch merge and pipeline builds. New HEIGHTS uses JIRA (JIRA v6.2.5) for bug tracking, planning, and reporting. All configurations are managed in Zookeeper, a centralized secure server for maintaining configuration information.   Most of the configuration parameter value changes will reflect in real-time because of ZooKeeper's powerful distributed synchronization and New HEIGHTS framework. Below are the groups of applications that constitute the New HEIGHTS system:

New HEIGHTS:

The New HEIGHTS UI application has approximately 600 screens which are implemented using JSF, Primefaces, MyFaces, Managed Beans, Java Script, XHTML, CSS and JQuery. All of these screens have very rich GUI and various features like communicating with OnBase, file uploading, progress bar, printing, exporting etc. The UI application communicates to the backend application using RMI (CORBA/IIOP) communication protocol.

The backend application is implemented using EJB (3.1) and Spring (4.2.4-RELEASE). Integrated cross language/platform applications using Active MQ messaging broker is used to persist transactional and XA messaging. This application interacts with a DB2 database by using the MyBatis persistence framework with support for custom SQL, stored procedures and advanced mappings. It is consuming Representational State Transfer (REST) web services to communicate with Mule ESB applications through HTTPS protocol.

The New HEIGHTS backend application follows the Microservices architecture approach, the split applications are described below:

Application	Description
Security & Login	Used for authentication and authorization
Intake	Client Registration & Application Intake
SFU/EDBC	Eligibility Determination & Benefit Calculations
Benefits	Benefit Issuance and Benefit Recovery
Work Programs	Tracking Work Programs activity for TANF, SNAP
Caseload Tools	Caseload Management
Utilities	General Maintenance and Reference table
Self Service & FFM	Supports Self Service, FFM and Kiosk
Real Time Eligibility	Real time or no-touch eligibility application

NH EASY Gateway to Services:

This application was implemented using modern technologies such as Bootstrap, Angular JS and Node JS. These technologies provide responsive and more elegant user interface and also support portable devices such as smart phones and tablets.   The NH EASY Gateway to Services backend application follows the Microservices architecture approach, the split applications are described below:

Application Name	Description
Gateway to Services	This includes public information and screening as well as client and provider private accounts.
Apply for benefits	New Applications , Redeterminations, Add a Program and Change Reporting
DCYF Foster Parent Application	DCFY Foster and Adoption Parent Self Service Application

Common Services:

Mule ESB is used as an external gateway service. It interacts with all external vendors through Mule applications (provided below) by using secured RESTful/SOAP web services. The Mule ESB also exposes multiple RESTful and SOAP web services to Federal and State agencies. The Mule application also has JMS listeners to process the requests which are posted on Active MQ. All external vendor security configuration, certificates, keystore and trust stores are configured and maintained in Mule servers only. These applications are managed using an MMC console which is deployed on a Tomcat server.

New HEIGHTS Common Services application follows the Microservices architecture approach, the split applications are described below:

Application	Description
IVR	DHHS IVR accessed from the Cisco IVR System
Live Chat	Live Chat staffed by the Client Services business unit
FFM	Gateway to Federal Hub
IDM	New HEIGHTS and NH EASY Authentication

MCI	DHHS MDM Application InteRFPcing with New HEIGHTS, NH Bridges and NECSES applications
Identify Proofing	To communicate with Experian to verify client's identity in NH EASY
Text Messaging	To communicate with Trumpia to send text messages to clients
IRS	To communicate with IRS to transfer 1095B forms.
eDRS	To communicate with eDRS to send and receive SNAP disqualification details

A-4.3 Software Architecture

The following information describes the overall software platform that New HEIGHTS and the associated applications utilize.

New HEIGHTS Hardware/Operating Systems

1. zSeries z114

- z/OS V2.1 and zLinux Redhat 7.1 servers are hosted on this hardware. All application servers, schedulers and databases are hosted on this hardware/OS.

2. State VM Platform

- Kofax application and Calabrio AQMExport tool is hosted on this server/OS.
- Live Chart and HP Extreme applications are hosted on these machines

Application & Web Servers

1. IBM Webspshere Application Server V8.5.9

- All New HEIGHTS, NHEASY and FFM applications including the Websphere Batch application are deployed on these servers.

2. IBM Webspshere Liberty Server V17.0.0.4

- All New HEIGHTS, NHEASY and FFM applications are deployed on this server.

3. Mule V3. 5.0 & V3.7.3

- Mule ESB applications are deployed either on mule V3.5.0 or V3.7.3 based on the compatibility.

4. Tomcat V8.5.9

- Mule MMC console is deployed on this server.

5. Apache Active MQ v5.8.0

- Active MQ acts as a middleware between applications. Most of the New HEIGHTS and Mule ESB applications are connected to this ActiveMQ.

6. Apache HTTP server

- This is used as a web server and transfers requests between the load balancer and the application server.

7. MDM server

- IBM's Master data management tool is used to maintain a broad, trusted view of Individual information across multiple agencies at DHHS.

8. IBM ODM Server

- The rules engine application is hosted on this server.

9. Zookeeper

- This server is used for region-specific secure configuration properties maintained at a centralized location.

10. Windows 2016 Datacenter

- These servers are used to hos the File & Print Server, JIRA/Wiki, RoboHelp2019, Rtional Performance Tester, Erwin, and MDM workbench

11. Windows 2012 R2

- These servers are used to host Kofax Capture 10.2.1 to support the New HEIGHTS ECM Solution and OpenText Extream 8.6 to process notices/letters for the New HEIGHTS Application

12. Red Hat Enterprise Linux 7.7

- These servers are used to host nodeJSv8.9.3 and MongoDB v3.6.4 to support NH EASY Live Chat application.

New HEIGHTS/NH EASY Architecture Diagram
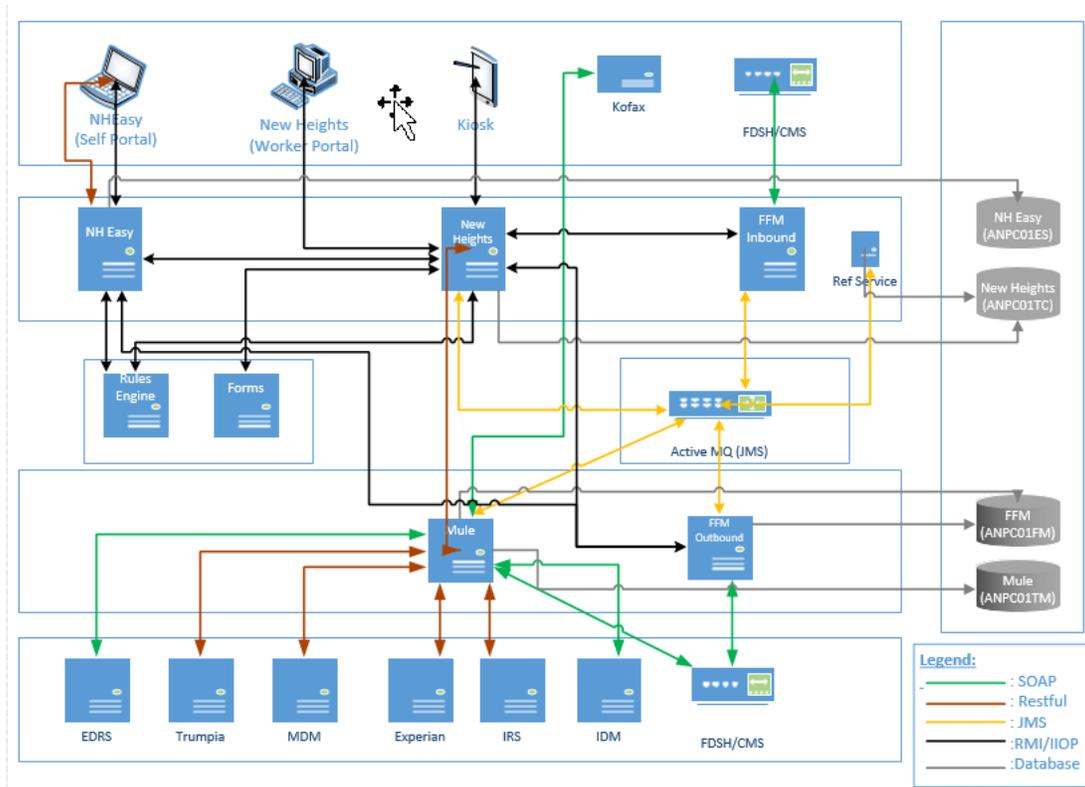
Tools and Technologies

The following tools and technologies are used for New HEIGHTS and NH EASY Gateway to Services:

.Net

.NET is a free, cross-platform, open source developer platform for building many different types of applications. Documentation can be found at https://www.microsoft.com/net

Angular JS/Angular 6

Angular 5 is used for responsive web development in NH EASY. Standards documentation can be found at   https://angular.io/

ANT

Apache's Another Neat Tool (ANT) is an open source Java library used for deploying application binaries on Application servers at New HEIGHTS.

Anypoint Studio

Anypoint studio is used as Integrated Development Environment for Mule development at New HEIGHTS

Apache Lucene

Lucene is a Java library-based solution used for indexing and searching data at New HEIGHTS.

Bamboo

Bamboo is used for a continuous integration and continuous deployment at New HEIGHTS.

Bash/Shell Scripts

Linux scripts are used to schedule the batch jobs in ZENA schedular to execute the batch processes.

Bitbucket

Bitbucket is the source code version control repository used at New HEIGHTS to maintain the code base

Bootstrap

Bootstrap standards documentation can be found at https://getbootstrap.com/

CA Software Change Management (CA-SCM)

CA-SCM is the version control repository for DHHS.

CISCO Calabrio (AQM)

The CISCO Calabrio (AQM) tool is used to capture voice signatures.

C++

C++ is a general-purpose programming language. It has imperative, object-oriented and generic programming features, while also providing facilities for low-level memory manipulation.

Data Dictionary

The Data Dictionary is a description of the nature, location, and relationships of the data elements.

DB2 for Z/OS & DB2 LUW
DB2 is a relational database used at New HEIGHTS for storing all application data.

Docker
Custom built Docker images and containers used in development environment at New HEIGHTS.

Ehcache
Ehcache is used for general purpose caching, user preferences and static menu layout at New HEIGHTS.

EJB 3.1
EJB 3.1 is a Java API used for modular construction at New HEIGHTS. Standards documentation can be found at http://download.oracle.com/otndocs/jcp/ejb-3.1-fr-eval-oth-JSpec/ Samples of the New HEIGHTS code base can be provided on request.

ELK (Elasticsearch, Logstash and Kibana)
Collects the logs from all liberty servers and store them on centralized log server for search, analyze, and visualize data in real-time. This is used for application logs maintenance, archive and retention.

FileZilla
It is used to for downloading and uploading the datasets to the backend system for validating and processing at New HEIGHTS.

FireEyes
FireEyes web accessibility tool is used to validate both static and dynamic content within a web application at New HEIGHTS.

Gradle
Gradle is used to help the teams build, automate and deliver better software, faster at New HEIGHTS

GitHub
GitHub is the source code version control repository used at New HEIGHTS to maintain the code base.

IBM Master Data Management (IBM MDM)
IBM's Master data management tool is used to maintain a comprehensive, trusted view of Individual information across multiple agencies at DHHS.

IBM Operational Decision Manager (IBM ODM)
New HEIGHTS uses IBM's Business rules management system called ODM for business rules management and Business event processing.

IBM Rational Performance Tester (RPT)

RPT tool is used for automated performance testing of web- and server-based applications at New HEIGHTS.

IRAD\Eclipse

IRAD\Eclipse are used as the Integrated Development Environment for J2EE development at New HEIGHTS

iText

iText libraries are used to generate the PDF and HTML reports at New HEIGHTS.

Jasper Reports

Jasper Reports is a reporting tool used at New HEIGHTS to create online and batch reports in multiple formats (e.g., CSV, PDF etc.)

Jenkins

Jenkins is used for scheduling automated builds, deployments and release management activities.

JIRA

JIRA is part of Atlassian ALM tool suite and is the central component of the project management workflow used at New HEIGHTS. JIRA is used to track development tasks, code reviews, testing bugs, configuration changes, and migration of each code component from development to Production.

Job Control Language Files

Job Control Language (JCL) Files are the data that is input to the scheduler to perform off-line processing.

jQuery

New HEIGHTS uses jQuery JavaScript library to simplify client-side scripting of HTML.

JSF 2.2/ Primefaces V6.0

JSF 2.2 standards documentation can be found at http://myfaces.apache.org/core22/index.html.
Information on Primefaces library is available at http://www.primefaces.org/showcase/ui/home.jsf   Samples of the New HEIGHTS code base can be provided on request.

Kofax V10

New HEIGHTS uses Kofax for advanced capture that helps obtain actionable information from all documents. Document can be found at https://www.kofax.com/

Maven 3.3.9
Maven is used to support the continuous integration process to create application binaries.

Metallect IQ Server
A search-based software solution for Enterprise Application Visibility. This is used for application maintenance and governance

MF COBOL
MF COBOL source code is the text form of the program prior to conversion to mainframe computer instructions. Most of the interface programs are maintained in this form.

Mybatis
Mybatis is used as the persistence management framework. Standards documentation can be found at   http://www.mybatis.org/mybatis-3/

Mule Enterprise Service Bus (ESB)
Mule is a lightweight Java-based ESB platform, that allows quick and easy integration of different applications enabling them to exchange data.

New HEIGHTS Data Mart Metadata
The metadata consists of documents that provides end-to-end information for all New HEIGHTS data that resides in the data warehouse. The metadata document contains details for extract programs, PL/SQL procedures, data model, Cognos architecture, Access Reports, Cognos Reports, Cognos Cubes.

Node JS
Node JS standards documentation can be found at https://nodejs.org/en/

OnBase V15
Onbase by Hyland, an enterprise content management tool, is used to host all New HEIGTHS Client's documents and voice signatures. Documentation can be found at https://www.onbase.com/en/

OpenText HP Exstream
HP Exstream is used to create templates for generating custom PDF notices and letters for client communication in many formats (PDF, email, Text, AFP, XML, etc.)

Oracle V11g (for Kofax/OnBase)

Oracle V11g is a relational database used for transient storage of index information for the Document Imaging subsystem at New HEIGHTS.

Python

Python is a programming language that lets you work quickly and integrate systems more effectively. We have used python for developing REXX scripts as a part of legacy modernization effort. Documentation can be found at https://www.python.org/

PyCharm
PyCharm is used as Integrated Development Environment for Python development at New HEIGHTS

RESTful Web services
New HEIGHTS also uses RESTful web services to consume services provided by external agencies as well as to expose services to internal applications and external agencies.

RoboHelp
New HEIGHTS uses RoboHelp to author Policy and Help documentation for New HEIGHTS screens.

Scheduler - ZENA
The ZENA (an ASG product) is scheduler tool that coordinates the execution of batch programs using the ZENA agents configured for the each VM.

Selenium WebDriver
Selenium WebDriver is an open source testing framework that allows for automated testing of web applications. Selenium is used to create robust, browser-based regression suites and tests

SmartyStreets
This tool is used for single address verification to verify that each address is valid and complete.

SMTP
This is used to send electronic mail using the Communications Server SMTP application.

SOAP Web services
New HEIGHTS uses SOAP based web services to consume services provided by external agencies as well as to expose services to internal applications and external agencies.

SonarQube
SonarQube is used for continuous inspection of code quality to perform automatic reviews with static analysis of code to detect bugs, code smells, and security vulnerabilities at New HEIGHTS.

Spring 4.2.4
Spring 4.2.4 is a J2EE technology used to develop web applications on Java platform. Standards documentation can be found at https://spring.io/

Spring Batch

Spring Batch is used at New HEIGHTS for developing Batch applications.

SQL

At New HEIGHTS SQL is used for performing CRUD (Create-Read-Update-Delete) operations and managing data stored in DB2 database.

Tableau Reports

Tableau is a powerful data visualization tool used in the Business Intelligence Industry. It helps in simplifying raw data into the very easily understandable format. Documentation can be found at https://www.tableau.com/

TIBCO – Managed File Transfer (CyberFusion)

TIBCO Managed File Transfer(MFT) is peer-to-peer file-based integration middleware meant for 24x365 unattended operation, which provides assured delivery, high-volume, and secure data exchange within and between enterprises.

Tivoli

IBM Tivoli Monitoring tool is used to monitor and manage system, network applications and track the availability and performance of system at New HEIGHTS.

Wave

The WAVE tool is used to locate and identify accessibility problems within web pages at New HEIGHTS.

Zookeeper

ZooKeeper is a centralized service for maintaining configuration information, naming, providing distributed synchronization, and providing group services. The documentation can be found at https://zookeeper.apache.org/

A-4.4 New HEIGHTS Regions

There are eight (8) distinct New HEIGHTS regions as described below:

Production – the region where the business users access the New HEIGHTS application to conduct the Department's business. Fully tested and approved functionality exists in this region. All on-line and batch functions happen in this region.

Unit Test – the region used by the vendor staff to code and unit test all changes. Batch is not run in this region.

Integration Test – the region used by the vendor staff to conduct integrated front and back-end testing. Batch is run in this region only when required.

System Test – This is used by Department staff to system test all code changes. Regular nightly batch cycles similar to the production batch cycles are run for this region.

Star – the region used by the Department and vendor staff to conduct system testing when working with non-New HEIGHTS entities such as MMIS, NH Bridges, etc. The data is then synchronized with the other entity to enable passing interface files back and forth. Batch is run in this region only when required.

Regression Test – the region used by Department staff to completely regression test new and enhanced software prior to migration to the Production Region. There are limited batch cycles run in this region once a month.

Training – the region used to train end users on New HEIGHTS functionality. Code in this region is always parallel to the code that exists in the Production Region.

Clone – this region is a complete duplicate of the production cases and is used by Department and vendor staff to conduct performance testing and pre-production release testing. This environment has all production region data, so access is limited.

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A-5   Sources of Additional Information

The New HEIGHTS documentation available to assist in proposal preparation consists of the document types listed below.   These documents must be requested from:

> Jennifer Hackett
> Contracts and Procurement
> 129 Pleasant Street
> Concord, NH 03301
> (603) 271-9605
> Jennifer.hackett@dhhs.nh.gov

A-5.1 Technical Specifications

The New HEIGHTS technical specification documents are documents that translate business requirements into technical details to assist developers, analysts and testers with the flow and logic. Details include screen layouts, reference tables used, default values, validations, behaviors and field mappings to the backend, screen events, RPC business logic including flow charts, common services used, business rules, computations, triggers and notices criteria, abort criteria, reports layout and file layouts. The information included will allow any resource with the applicable skills and context to deliver the expected solution.

A-5.2 Process Model Narratives

Process Model Narratives (PMN's) are documents that describe the functions performed within each New HEIGHTS subsystem in text (narrative) form.

A-5.3 Logical Data Model

The Logical Data Model consists of Entity Relationship Diagrams (ERD) that are available in ERWIN. They are maps of the interrelationships between data elements and include the batch stream, driver flow, and table connections.

A-5.4 Physical Data Model

The Physical Data Model resides on the mainframe and is a description of the interactions of data within the System.

A-5.5 NH EASY Gateway to Services

NH EASY is accessible at: https://nheasy.nh.gov/

A-5.6 On-Line Policy Manuals

The on-line Policy Manuals describe the underlying regulations and policies, which New HEIGHTS automates. Below are the four (4) on-line policy Manuals and links

- Food Stamp (SNAP) Manual –
  https://www.dhhs.nh.gov/fsm_htm/newfsm.htm
- Family Assistance Manual –
  https://www.dhhs.nh.gov/fam_htm/newfam.htm
- Adult Assistance Manual –
  https://www.dhhs.nh.gov/aam_htm/newaam.htm
- Medical Assistance Manual –
  https://www.dhhs.nh.gov/mam_htm/newmam.htm

A-6   State Project Team

 State staffing for New HEIGHTS with assigned roles is described below:

A-6.1 Project Manager

The project manager is responsible for oversight of the entire project, and has the primary responsibility for ensuring the Project's success. Duties of the Project manager include:
- Leading the Project
- Promoting the Project statewide
- Engaging and managing all vendors
- Managing significant issues and risks
- Managing stakeholder concerns
- Setting of priorities for system projects and technical initiatives
- Long term planning and goal setting
- Strategic planning for technical infrastructure migration
- Compliance with all security requirements

A-6.2 Deputy Project Manager

Duties of the Deputy Project Manager include:
- Participating in management meetings
- Monitoring and oversight of priority projects
- Analyzing business needs to determine ongoing automation strategies
- Supervising the Functional and Test teams
- Participating in high level design meetings for system enhancements
- Ensuring that New HEIGHTS conforms to policy, rules, and law
- Representing New HEIGHTS on audits

A-6.3 Functional Team

The Functional Team consists of State Business System Analyst staff who are responsible for the maintenance and enhancements for the New HEIGHTS

System. Each Functional Lead is responsible for a group of subsystems. The primary responsibilities include:

- Ensuring the integrity of each subsystem
- Working with vendor track managers to oversee the system development process
- Analyzing business needs and systems requirements
- Evaluating and approve System documentation
- Reviewing and prioritizing all reported problem reports
- Assisting contractor staff in problem solving
- Reviewing and approving test plans
- Providing direction and clarifying system processes
- Researching problems utilizing database tools
- Analyzing and interpreting policy, rules and laws
- Participating in design sessions

A-6.4 Test Team

The Test Team consists of State staff that is responsible for ensuring that any and all changes to the New HEIGHTS System are tested and functioning correctly. Primary responsibilities of the unit include:

- Attending requirement and design sessions for projects
- Developing test plans and scenarios/matrices to ensure that the entire scope of the project is thoroughly tested
- Writing problem reports for errors found in testing and subsequently retest the functionality
- Clarifying problem reports

A-6.5 New HEIGHTS Help Desk

The New HEIGHTS Help Desk works directly with the approximately 1,000 New HEIGHTS Users across the Department to ensure they are able to use the System to do their varied jobs. Primary functions for this unit include:

- Providing telephone, e-mail and face-to-face support for end-users
- Helping identify system problems versus worker errors
- Determining workarounds to problems
- Writing problem reports and data correction requests to rectify production problems
- Making appropriate referrals to other resources
- Ensuring that benefits are being delivered in a timely manner

B.   **APPENDIX B: MINIMUM STANDARDS FOR PROPOSAL CONSIDERATION**

A Proposal that fails to satisfy the requirements in this section may be rejected without further consideration.

B-1   Submission requirements

The Department must receive the proposal by the time and date specified in Section 2: Schedule of Events and in the manner specified or it may be rejected as non-compliant, unless waived by the Department as a non-material deviation.

B-2   Compliance with System Requirements

System requirements and deliverables are listed in Appendix C: System Requirements and Deliverables in this RFP. The proposed vendor's solution must be able to satisfy all mandatory requirements listed.

B-3   Corporate Qualifications

The vendor must meet the minimum requirements described in Appendix E-1:   Corporate Qualifications.   A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

B-4   Proposed Project Team

The proposed Project Team must meet the minimum requirements described in Appendix E-2: Team Organization and Designation of Key Staff. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration. For the purpose of evaluating compliance with this requirement, the vendor team is permitted to include Subcontractors. In addition, one (1) team member may be identified to fulfill the experience requirement in multiple areas.

B-5   Security Requirements

The proposed Project Team must meet the minimum requirements described in Appendix D. A Proposal that fails to satisfy any requirement in this section may be rejected without further consideration.

C.   APPENDIX C: SYSTEM REQUIREMENTS AND DELIVERABLES

C-1   SCOPE OF WORK

Vendors must describe their approach to each of the project requirements included in this section. The following table identifies the topics for narratives, page limit for each section, and the section number for the details about a given topic. Responses to individual topics can exceed the page limit as long as the total pages for a specific category (i.e. Project Management Topics) is not exceeded. If the total pages for a specific category are exceeded, the State will limit its consideration to the prescribed page limit for each topic.

Requirement Narratives	Page Limit	RFP Section
Section III: Project Management Topics	**20**	
Topic 1 – Management Judgment and Methodology	2	C-1.1.1
Topic 2 – Project Communication and Coordination	2	C-1.1.2
Topic 3 – Risk Management	4	C-1.1.3
Topic 4 – Resource Management	2	C-1.1.4
Topic 5 – Quality Assurance	2	C-1.1.5
Topic 6 – Service Level Agreements	2	C-1.1.6
Topic 7 – Transition Plan	4	C-1.6
Topic 8 – Work Plan	2	C-1.7
Section IV: Maintenance Activities Topics	**41**	
Topic 8 – New HEIGHTS	10	C-1.2.1
Topic 9 – NH EASY Gateway to Services	10	C-1.2.2
Topic 10 – Document Imaging	3	C-1.2.3
Topic 11 – New HEIGHTS EBI	3	C-1.2.4
Topic 12 – System Development Life Cycle	4	C-1.2.5
Topic 13 – Time and Resource Estimation	2	C-1.2.6
Topic 14 – Help Desk Support	2	C-1.2.7
Topic 15 – Ad Hoc Reporting	2	C-1.2.8
Topic 16 – Documentation	2	C-1.2.9
Topic 17 – Testing	3	G-1
Section V: Operations & Production Support Topics	**30**	
Topic 18 – Configuration Support	3	C-1.3.1
Topic 19 – On-Line Production Operations	3	C-1.3.2

Topic 20 – Batch Cycles Execution and Monitoring	3	C-1.3.3
Topic 21 – Software Migration	3	C-1.3.4
Topic 22 – LAN Support	3	C-1.3.5
Topic 23 – JIRA Support	3	
Topic 24 – Application Database Administration and Maintenance	3	C-1.3.6
Topic 25 – Mass Change Support	3	C-1.3.7
Topic 26 – On-Line & Batch Performance Tuning	3	C-1.3.9
Topic 27 – Technology Innovations	3	C-1.4
Section VI: Security	**34**	
Topic 28 – Security Standards	3	D-1.1
Topic 29 – Access Control	3	D-1.2
Topic 30 – Data and System Security	3	D-1.3
Topic 31 – Awareness and Training	3	D-1.4
Topic 32 – Secure Software Development and Security Testing	3	D-1.5
Topic 33 – Use of Subcontractors	3	D-1.6
Topic 34 – Incident Management	3	D-1.7
Topic 35 – Infrastructure Security	3	D-1.8
Topic 36 – Annual Security and Privacy Attestation	10	D-2
Section VII: Corporate and Staff Qualifications	**170**	
Topic 37 – Corporate Overview	3	E-1.1
Topic 38 – Financial Strength	3	E-1.2
Topic 39 – Litigation	2	E-1.3
Topic 40 – Prior Project Descriptions	15 - 5 per project	E-1.4 & E-3
Topic 41 – Subcontractor Information	2 per sub-contractor	E-1.5
Topic 42 – Value Added Services	3	E-1.6
Topic 43 – Staff Counts and Roles	2	E-2.1
Topic 44 – Staff Qualifications	25	E-2.2 & E-4
Topic 45 – Exclusive Right To Represent	2	E-2.3
Topic 46 – Resumes for Key Vendor Staff	30	E-2.4
Topic 47 – Resumes for Non-Key Vendor Staff	18	E-2.5

Topic 48 – Staff Retention and Diversion	1	E-2.6

C-1.1 Project Management

Vendors must demonstrate a high level of understanding of the scope and complexity of managing maintenance, enhancements, and operations of the New HEIGHTS and NH EASY Gateway to Services systems. Particular areas to be addressed in the vendor's Proposal are described below.

C-1.1.1   Management Judgment and Methodology

Vendors must describe their Management Methodology including their understanding of the requirements and challenges providing continuity of services in this RFP. Also included in this section should be an explanation of how this project will be managed from a corporate level.

C-1.1.2   Project Communication and Coordination

The selected vendor must describe their communication approach and demonstrate their understanding of the communication requirements to facilitate frequent, open and timely communication with DHHS and other State agencies and vendors, and a strong working relationship to achieve the overall goal of satisfactory performance within agreed-upon timeframes.

The selected vendor will be required to submit a weekly status report that provides updates on all active and upcoming projects. Within each project, the vendor will describe planned completion dates for each SDLC phase (Requirements, Design, Development, Integration testing, System Testing, Regression Testing, Load to Production, and Post-Implementation Review), activities for the past week, and activities planned for the coming week. When planned activities are not accomplished, the status report must include a corrective action plan for reaching 100% of planned activities for the upcoming week.

The selected vendor will be required to conduct periodic meetings such as:
- Weekly Project Status Meetings – this is a meeting with New HEIGHTS management staff to review all active and upcoming projects and activities
- Bi-Weekly Bundle Meetings – this meeting is with all vendor track managers and state functional leads to review all active projects to promote awareness of cross-track overlaps of functionality
- Post-Implementation Retrospective Meetings – these meetings are to discuss post-implementation problems and determine

process changes needed to avoid these problems in future projects
- Other meetings as necessary

On a monthly basis, the selected vendor will provide a report which shall show cumulative hours expended, by week and by individual and position level for the tasks performed in the month.

C-1.1.3   Risk Management

Vendors must be aware that the programs administered within the scope of New HEIGHTS are subject to change by appropriate authorities at any time. Examples of significant external factors that impact New HEIGHTS include further expansion of federal block grants, court orders, judgments, and decrees, law, rules, and policy changes.   In considering the impact of external factors, it is important for vendors to recognize that means-tested programs seldom provide a stable environment. Many of these changes stem from Federal and State legislation. Still others are the products of efforts to improve organizational or operational efficiency. These changes require flexibility, creativity, and ability to accommodate changing priorities. Vendors must describe their assessment and understanding of risks to the successful maintenance and enhancements of New HEIGHTS as well as strategies to address the risks on behalf of DHHS. Vendors must identify and describe any other risks they feel should be considered.

C-1.1.4   Resource Management

The selected vendor must ensure that a sound project management approach for planning, organizing, and managing the staff and activities will be in place throughout the life of the contract.   Vendors must describe their approach to resource management and ability to adjust given the mix of on and off site staffing as described in E-2.2 Staff Qualifications.

C-1.1.5   Quality Assurance

Vendors must describe their approach to quality assurance. This description should include the approach to activities such as monitoring of adherence to coding and other standards, review and documentation of design, testing strategies, post-implementation retrospective process adjustments.

C-1.1.6   Service Level Agreements (SLA)

Within 30 days of commencement of vendor services, the selected vendor will be required to work with the New HEIGHTS Project Manager to finalize the Service Level Agreement (SLA) that

identifies the baseline measurements that will be applied to determine the vendor's compliance with the requirements contained in this RFP. The contents of the SLA will include, but not be limited to:

Assumptions

The vendor is responsible for the New HEIGHTS application software. The operating system, security, network, administration and other non-application software is owned and maintained by the State. The non-application software must be operational, configured appropriately, and scaled to meet the needs of the New HEIGHTS application.

The New HEIGHTS mainframe, network, servers, routers, cables, and all other corresponding infrastructure are available, scaled and tuned appropriately to support the New HEIGHTS application. The New HEIGHTS mainframe, network, security, servers, and all other corresponding infrastructure are managed and maintained by DoIT. This includes the application of the appropriate patches, upgrades, and licenses, implementation and execution of the proper security controls, database backups, mainframe backups, server backups and disaster recovery.

All work completed by the contractor is completed at the direction of the DHHS project manager. The assignment of the vendor resources has a direct impact on the type of work completed, timeframes to complete work, and quality of that work. The contractor will work as an advisor to the DHHS project manager to identify priority changes, assign the appropriate resources to the changes, and monitor the changes to completion.

DHHS, DoIT, and the vendor agree to work in good faith on the implementation and monitoring of these Service Level Agreements. All parties agree that outstanding circumstances, exceptions, issues, and priorities can impact the ability to achieve the SLA's stated in these documents.

Should agreement between DHHS, DoIT and the vendor on SLA disputes not be reached through normal management techniques and good faith negotiating, the escalation procedure outlined in Appendix I-1.18 will apply.

System Availability

New HEIGHTS: The New HEIGHTS web application will be available and supported in the production environment, Monday through Friday from 7:00 AM through 7:00 PM.

New HEIGHTS will also be available on weekends and on state approved holidays, but not supported by the vendor. Exceptions to the timeframes that are within the vendor's control, such as application deployments, must be approved by the New HEIGHTS project manager a minimum of three days in advance.

Back-end services to support Federal Data Services Hub transactions and Interactive Voice Response transactions must be available 24 hours a day, 7 days a week except for scheduled maintenance windows as approved in advance by the New HEIGHTS project manager. Unscheduled downtimes will be treated as critical severity level problems.

NH EASY Gateway to Services: The NH EASY Gateway to Services application will be available and supported in the production environment, Sunday through Saturday from 6:00 AM through 12:00 AM.
Unscheduled downtimes will be treated as critical severity level problems.

Production Scheduling and Batch Processing

Batch cycles will be complete within the following timeframes:
* MMIS Interface: 11:00 PM
* Other batch jobs: 7:00 AM of the following day

Should the above timeframes not be met, the vendor will notify the downstream systems who are impacted by the New HEIGHTS batch times. The systems impacted include:
* MMIS
* NH Bridges
* FIS (the EBT vendor)

Project escalation and resolution procedures will be followed. The vendor will work with the DHHS project manager to assign a severity level to the problem.

Application Deployment Responsibilities

The vendor will make staff available, and will be responsible deployments of New HEIGHTS and NH EASY Gateway to Services functionality to the production environment. Major releases are scheduled on a bi-monthly basis; however, deployments for high priority corrections and projects will be done as agreed upon between the vendor and the New HEIGHTS Project Manager.

Deployment Coordination

The vendor will create a Customer Area Implementation Calendar that will be published and updated weekly to communicate planned production deployments. The vendor will coordinate with the appropriate parties for production deployments.

System Documentation

The vendor will keep system documentation up to date with each software release. The documentation will be updated and submitted for approval to DHHS by the time of software migration to the system test region. The system documentation consists of change control documents and technical specifications. Exceptions to the timeframes for system documentation must be approved in advance by the New HEIGHTS Project Manager.

DHHS is responsible for validating that the systems documentation has been kept up to date by the completion of the software migration to the production region. Should any discrepancies be identified and agreed upon by DHHS and the vendor as discrepancies, the vendor project manager will take action to have the documentation updated within a week of the discovery of the discrepancy. Should additional time be required due to the size and/or scope of the project or discrepancy, DHHS and the vendor will mutually agree upon an alternate timeframe for resolution.

Adherence to System Standards and Procedures

The vendor will adhere to the approved project system standards and procedures. DHHS is responsible for validating that the system standards and procedures have been followed through review of the technical specifications against the published standards. Should any discrepancies be identified and agreed upon by DHHS and the vendor as discrepancies, the vendor project manager will take action to bring the software into compliance within a timeframe agreed upon by the New HEIGHTS Project Manager and tracked via a JIRA bundle.

Systems Development Life Cycle

The vendor will adhere to the approved New HEIGHTS Systems Development Life Cycle processes and procedures.

DHHS is responsible for validating that the Systems Development Life Cycle processes and procedures have been followed by participating in the weekly status meeting. Should any discrepancies be identified and agreed upon by DHHS and the vendor as discrepancies, the vendor project manager will take action to bring the development process into compliance within a week of the discovery of the discrepancy. Should additional time be required due to the size and or scope of the project or discrepancy, DHHS and The vendor will mutually agree upon an alternate timeframe for resolution.

Response Time by Severity Level

The following severity level definitions will be in place for the New HEIGHTS Project:

- Critical: Critical severity level problems are those that impact production processing in such a fashion that a viable workaround is not available and benefits are not able to be determined or processed for a client. Critical severity level problems must be classified by the New HEIGHTS project manager with input from the vendor project manager.
- High: High severity level problems are those that impact production application processing but a workaround is available or there is some other means to process benefits for the client.
- Medium: Medium severity level problems reflect system errors but do not have a significant impact on the client benefits.
- Low: Low severity level problems are classified as "nice to have" and have minimal system impact.

The vendor will work with DHHS on the resolution of system application issues according to the timeframes outlined below. The following response times are based on the required resources being available and approved for work by DHHS.

Critical: Critical severity level problems will be given top priority and resolved as quickly as possible, but no longer than a maximum of 5 calendar days. Resolution is defined as a fix to individual cases directly affected by the problem, not necessarily the underlying problem. It is understood by both the DHHS and the vendor that each application fix has a different level of complexity. Should a critical application fix require more than 5 days to complete, the vendor will work with DHHS

in good faith to develop estimates for completion of those application fixes and to assign resources to the application fix so that it may be resolved in the most efficient manner.

Timeframes for completion of all other severity level fixes will be agreed upon between DHHS and the vendor.

The vendor will work with DHHS in good faith to develop estimates for completion of those application fixes that are more extensive and cannot be completed in the given timeframe.

System Performance

The vendor will be required to conform to all performance measures in support of system performance and design including the following:
- Ensure quality, integrity, accuracy, and usefulness of functionality and information
- Provide timely information transaction processing, including maximizing real-time determinations and decisions
- Ensure systems are highly available and respond in a timely manner to customer requests Reporting for monitoring and ongoing system health management will include reports such as:
- Top 100 long running requests per day: This report gives the 100 heaviest performing requests on each working day.
- Production slowdown observed report: This report runs every 7 minutes and sends an alert if the number of requests taking more than 10 seconds for processing crosses the threshold of 1% during any minute within the 7 minutes reported on for that report.
- Production alert - deadlock observed: This report runs every 2 minutes to scan all the logs and sends an email if any database deadlock is observed in the backend logs.
- Response time report for each webserver: This report runs every 7 minutes on each web server and gives a listing of all the resource requests on web server that took more than 1 second to process.
- Cumulative count report on response times: This report gives a cumulative count of all the requests served on both the HEIGHTS web servers every minute, and also gives the count of requests that took between less than x seconds to respond (x being between 1 to 10). Finally, this report also gives a count of requests that took more than 10 seconds to respond.
- Production Exceptions Alert: This report runs every hour and gives a list of exceptions that occurred on both backend

servers. Though not directly related to performance, this report is important to performance as exceptions degrade performance.

Application Maintenance and Enhancements Estimates

DHHS prioritizes the maintenance and enhancement work items for all severity levels of the New HEIGHTS project. Based on the established and communicated priorities from DHHS, the vendor will provide a high level estimate for the amount of work and time needed to complete the maintenance or enhancement project. Before the start of any work, this estimate will be reviewed and agreed upon by DHHS.

By the completion of the Design Phase, the vendor will provide a plan for the implementation of the project to DHHS. Upon approval from DHHS, the vendor will complete implementation of the project by the stated timeframes provided that there are no changes in scope, resources, extension of system testing, extension of regression testing, or any other factors outside of the vendor's control that would impact this timeframe.

Weekly Activity Report

The vendor will provide a weekly activity report that outlines the activities performed during the week. This report will be produced by the close of business on the Wednesday of the week following the reporting period and will be reviewed with DHHS in a project status meeting on the Thursday of the week following the reporting period. The purpose of this report is to provide a high level status of the project initiatives and to identify any issues which may impede the initiative completion.

C-1.2 Maintenance and Enhancement Activities

Maintenance and enhancement activities include keeping current with changing Federal and state laws, rules and policies, providing new efficiencies for end users, and a variety of other cost-savings initiatives as prioritized by DHHS. In addition, it includes identification and corrections to deficiencies and problems in the production code. These activities may vary in size and scope. Timelines for maintenance projects are determined by the State Project Manager in conjunction with the vendor's Project Manager.   The vendor must describe how they will accomplish the required maintenance areas described below and provide at least 3 examples of where and how they have accomplished similar tasks.

C-1.2.1   **New HEIGHTS**

The vendor shall provide all services associated with the maintenance of New HEIGHTS. The vendor must describe their approach to developing a comprehensive understanding of the laws, rules, policy, and business practices surrounding each of the functional areas as summarized in Section A-3.1 of this RFP.

In order to foster better collaboration with states, reduce unnecessary paperwork, and focus attention on the key elements of success for modern systems development and deployment, the Centers for Medicare & Medicaid Services (CMS) has issued seven standards and conditions. CMS also requires that systems conform to MITA requirements. These conditions and standards must be met for technology investments to be eligible for initial and ongoing approval of enhanced Federal Financial Participation (FFP) funding and, more importantly, to improve the likelihood of successful system implementation and operation. The vendor must demonstrate an understanding of these conditions and how they will ensure that New Hampshire continues to meet them. A full description of these standards and conditions can be found at: http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf in addition, information on the MITA condition   can   also   be   found   at: http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Medicaid-Information-Technology-Architecture-MITA.html. Vendors must describe their understanding of these requirements and how they will ensure they are met.

C-1.2.2   **NH EASY Gateway to Services**

The vendor shall provide all Services associated with NH EASY Gateway to Services maintenance and enhancements. Vendors must demonstrate an understanding of the breadth of functionality, the necessity of ease of use, and their approach to providing these maintenance and enhancement activities.

C-1.2.3   **Document Imaging**

The vendor shall provide all services associated with the maintenance and enhancements of the document imaging solution. This includes maintenance of the custom code, which was developed for the Kofax indexing module, as well as daily monitoring of scanned batches to ensure that all documentation flows smoothly through all steps in the process. The vendor must support integration of Kofax, OnBase query block services, and

Java integration for functions comparable to web self-service document upload and case worker document upload from the Java application as well as API services for document retrieval and re-indexing.

C-1.2.4   New HEIGHTS EBI

The vendor shall provide all Services associated with the New HEIGHTS EBI and data mart support and maintenance. All activities require an in depth understanding of the data as well as a technical understanding of data warehousing. Other maintenance activities related to the EBI include extracts, data load, and data analysis tools. The vendor must show an understanding of this process and explain the approach to ongoing maintenance and enhancements. The Department utilizes a combination of COTS Extract Transform and Load (ETL) and PL/SQL/Unix Script/Java ETL functions. In addition, the Department uses COTS visualization business intelligence reporting and Oracle PL/SQL reporting, including complex Federal reporting for TANF and other HHS specific reports currently utilized for mission critical functions. In addition, the vendor will need to support ongoing ad hoc and scheduled reporting facilitated through the New HEIGHTS EBI. Reporting needs often include requests with abbreviated duration to support critical budget, policy, and operational reporting needs to meet Department, legislative and Federal reporting needs.

C-1.2.5   System Development Life Cycle (SDLC)

Vendors must describe how they will approach the various stages in the New HEIGHTS System Development Life Cycle process as described in Section A-3.3 including how their integrated eligibility experience will facilitate solution development during requirements and design.

C-1.2.6   Time and Resource Estimation

Vendors must describe their approach to time and resource estimation based on defined requirements.

C-1.2.7   Help Desk Support

The New HEIGHTS Help Desk, which is comprised of State staff, supports end users having difficulties using the system. Some problems reported result in the need for workarounds, back-end data corrections, or code fixes. The vendor is responsible for helping to analyze the reported problems, provide the back-end data corrections, and help to determine workarounds when the code fixes cannot be done timely. Vendors must describe their

approach to help desk support and how this activity will be accomplished timely and consistently.

C-1.2.8 Ad Hoc Reporting

Frequent requests for ad hoc reports are received from DHHS Management, legislators, and the Governor's Office. Assessment of these requests must be done to determine if they can be done via the EBI, or must be done from the New HEIGHTS tables. In addition, logic for these reports must be determined and test reports run with very short timeframes. Vendors must describe their approach to accommodating this requirement.

C-1.2.9 Documentation Requirements

Documentation must be provided for new software developed by the selected vendor. In addition, existing documentation must be updated to reflect maintenance changes. The documentation supplied by the selected vendor must be in conformance with the project's documentation standards. Vendors must describe their approach to documentation and their understanding of the necessity to keep documentation up to date.

C-1.3 Operations and Production Support

The vendor shall provide all services associated with production operations support as described below. The vendor must describe how they will accomplish the required operations and production support including three (3) examples of where they have accomplished similar tasks.

C-1.3.1 Configuration Support

The selected vendor will be responsible for the New HEIGHTS and NH EASY Application configuration support which consists of:
- The development environment tools such as Rational Application Developer, OpenText Designer, IBM ODM Rules decision center, CA-SCM Plugins, and GitLab;
- Configuration management tools such as Maven Scripts, Jenkins, Artifactory, CA-SCM, and Git; and
- Application configuration tools such as Zookeeper, Mule, OpenText runtime, ODM Decision server, MDM and other Application runtime tools.

The selected vendor will be responsible for supporting third party software/utility upgrades impact analysis and application changes; new product evaluation/testing for cost savings;

troubleshooting environment/infrastructure issues e.g. migration issues, server startup issues, etc.

The vendor is responsible for configuration and maintenance of the Kofax capture Solution. This includes distributed capture across approximately 20 sites with a local server and a client server installation at each site. This configuration uses multiple load balanced servers for centralized processing to manage capture across the sites for a statewide document indexing team and upload to OnBase.

C-1.3.2   Online Production Operations – Availability Monitoring & Support

It is required that New HEIGHTS be available to State staff for on-line processing during the hours of 6:00 A.M. and 7:00 P.M. daily Monday through Friday. Except for pre-approved maintenance windows, it must also be available on weekends and holidays, but does not need to be supported by the vendor at these times. The selected vendor is also responsible for on-line transaction monitoring, issue identification and resolution.

NH EASY Applications must be available from 6:00 a.m. to 12:00 a.m. 7 days per week. Interactive Voice Response (IVR) and FFM-MEC Applications must be available 24 hours a day 7 days a week. An automated monitoring and alert mechanism must be in place for 24/7 applications. The selected vendor is responsible for on-line transaction monitoring, issue identification, escalation, alerting user groups and resolution.

In addition, the document capture and content management must be available during the New HEIGHTS operations windows. The vendor is responsible for monitoring and addressing issues across both the remote and centralized sites including monitoring of remote and central site operational performance.

Vendors must describe their understanding of these requirements and their approach for achieving them.

C-1.3.3   Batch Cycles Execution and Monitoring

The selected vendor will be responsible for batch cycle scheduling and execution, including job turnaround time, monitoring and problem resolution. This requires support during batch windows that start at 7 P.M. every week day unless otherwise approved by the State project manager and must be complete by 6:00 A.M. the following morning. Interface files for

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the downstream systems such as the MMIS must meet the established windows for those systems. Periodic (daily, weekly, monthly, and other) batch processing must occur during non-business hours and must reliably complete within the processing windows allocated. For each batch program, the abend log needs to be maintained for any future references. At the end of the batch process daily, a report must be sent to all the stakeholders listing batch execution timelines, failures and corrective actions. In addition, the selected vendor is responsible for executing and monitoring batch cycles in non-production environments, typically starts at 5 p.m. and runs for 2 to 3 hours.

Vendors must describe their understanding of these requirements and approach to ensuring that batch process are timely, accurate, and supported.

C-1.3.4   Software Migration

Software migration across all development, testing and production environments includes the migration of Java online and batch code deployments for policy changes, bug fixes, tuning/performance improvements, application software modifications required due to third party software upgrades/ releases; and migrating MicroFocus COBOL programs and components. Software configuration management for Java applications uses GitLab and Maven is used for builds. Additionally, build scripts need to be maintained and updated based on changes to deployments such as the addition of servers to support increasing workloads. The software migration approach should factor in code and configuration updates to the Mulesoft environment and the IBM ODM rules engine among others. In any given day there may be 20 to 30 builds across all the environments. Vendors must describe their approach to accurate software migration and maintenance.

C-1.3.5   LAN Support

The vendor is responsible for LAN support for vendor workstations and maintaining several physical and VMs to host all developer tools and project management tools such as JIRA, Build PCs, OpenText Exstream designer, Wiki, print & file server, VOIP phone system, installing & configuring developmental tools such as IRAD, etc.

In addition, the vendor is responsible for supporting third party software upgrades to the servers and workstations. Vendors must describe their understanding of these requirements and

approach to ensuring that LAN support is provided adequately for State and development staff.

C-1.3.6   JIRA Support

The vendor is responsible for maintenance of JIRA, which is the tool for tracking of all work done on New HEIGHTS and NH EASY. It tracks problem reports, project bundles, vendor time, deliverables, migration activities, security requests, CMS POA&Ms, Help Desk tickets, and development activities such as tracking development, code reviews and unit testing. Additionally, it has extensive reporting capabilities to generate weekly bundle reports, weekly status reports, vendor time cards and CMS POA&M reports. Vendors must have sound knowledge of JIRA Administration, SDLC lifecycles, JIRA APIs, and BIRT Reports.

C-1.3.7   Application Database Administration and Maintenance

The following activities regarding application database administration and maintenance are the responsibility of the selected vendor:
- Database reorgs
- Maintaining logical data model and data dictionary
- Modifying database objects across regions for application maintenance
- Execution of ad hoc queries to fix worker errors
- Monitoring of database logs
- Execution of database backups and restores
- Data modeling and normalization
- Logical and physical database design
- Coordination and consultation with applications software teams
- Database standard identification and compliance monitoring
- Database performance analysis, tuning and improvement
- Database resource utilization and capacity planning
- SQL Optimization

Vendors must describe their understanding of these requirements and their approach for achieving them.

C-1.3.8   Mass Change Support

There are periodic mandated large-scale eligibility adjustments (e.g. Cost of Living Adjustment Changes, Food Stamp Shelter/Utility standard changes, etc.) which must be done each

year. These mass changes follow the same SDLC as other projects. Complexity with mass changes lies in the logic required to trigger the correct cases, ensuring batch confirmation for as many cases as possible, ensuring that advance notice periods for adverse actions are accurate, as well as client notification of changes. To reduce the impact on the batch window, these big mass changes are executed in phases by triggering 5k to 6k cases per day. In addition, this functionality is used every day during batch to automatically run cases through eligibility to confirmation in situations such as when automatic trigger from the Caseload Management and other subsystems identify a need for an eligibility update for circumstances such as age changes and other time-bound attributes. The vendor must describe their understanding of these requirements and approach to meeting them.

C-1.3.9   **On-line and Batch Performance Tuning**

As described in C-1.1.6 – Service Level Agreements, the vendor must monitor transaction performance and identify candidates for tuning, tune programs for improved performance, modify configuration settings to optimize the performance, partition batch programs to reduce batch windows, and modify database objects (e.g. indexes) to improve application performance. These performance improvements may require the vendor to work with the application teams to tune SQL queries within the application code or make changes to the database objects such as indexing, partitioning etc. to improve system performance. Additionally, the selected vendor needs to work with systems support group to take advantage of new versions of software and COTS products to improve overall system performance. The vendor must describe their approach to performance tuning in particular how it relates to the New HEIGHTS environment.

C-1.4 Technology Innovations

The vendor must investigate and propose new innovative technologies to ensure that the New HEIGHTS and NH Gateway to Services system technology remains "state of the art" throughout the contract period. DHHS is particularly interested in new technologies relating to the following areas:

- Use of web technology for outreach to clients, potential clients, and agencies to assist in the application process
- Enhanced workload management tools
- Enhanced System performance and efficiencies

- Improving the ease of use of New HEIGHTS, NH EASY, Document Imaging, etc.

Suggested innovations should be practical and where possible follow State standards. Vendors should describe their technical approach to identifying and recommending innovations. When mutually agreed upon by the vendor and the State, actual Implementation of a new technology and any associated costs may be included as an enhancement amendment to this contract.

Vendors must demonstrate their past achievements using technology to drive innovation as well as their organization's commitment to understanding the future of technology and how it can be applied to health and human services.

C-1.5   Facilities and Support Requirements

New HEIGHTS project space is located at 64 South Street, Concord NH. This space accommodates up to 35 staff inclusive of both vendor and State staff. See Section E-2.2 for vendor staff on-site availability requirements.

The selected vendor shall be responsible for:
- furniture upkeep and replacement for both state and vendor staff
- providing 1 copy machine with fax capabilities
- providing up to 3 printers
- providing all laptops and other needed equipment for vendor staff

C-1.6   Transition

The New HEIGHTS System is and will be actively enhanced as a policy and cost management enabler for DHHS. The vendor is required to provide a transition plan that identifies the critical tasks that need to occur at the inception of the contract to provide a smooth and orderly transition of functions between the outgoing vendor and the new vendor with minimal disruption to the operation. It is anticipated that this transition will take 3 – 6 months. The vendor should develop and describe a strategy for a smooth turnover designed to minimize disruption to the ongoing business including enhancements and fixes during the transition period. The vendor's response should include strategies for minimizing State resource requirements while ensuring a comprehensive transition.

At a minimum, the vendor must provide the following in their transition plan:

- The critical tasks that need to occur at the start of the Contract to provide a smooth and orderly transition of functions between the outgoing vendor and the new vendor with minimal disruption to the operation.
- A narrative overview of their strategy to achieve SLA compliance following the transition.
- How the vendor will prepare to not only operate the system, but to also perform complex enhancements "day one" following the turnover. This should include risk and mitigation strategies for issues the vendor anticipates may occur and the period of time required to achieve "peak productivity" following the cutover.
- How coordination with the DDI vendor will be facilitated for database administration, configuration management and other overlapping responsibilities.
- A detailed Project Plan for takeover tasks at the line item level with task duration, effort (hours) and resources for the incoming vendor, outgoing vendor and State staff.
- The vendors' cost proposal must include all fixed costs for the transition period and staff that will be incurred prior to the cutover date for transition to the new contract term.

In addition to the initial transition period, the plan must address how the vendor will work cooperatively to transition out at the end of the contract.

C-1.7 Work Plan

To supplement the Transition Plan as required in Appendix C-1.6, the vendor must submit a work plan that will be due ten (10) business days after contract award upon approval by Governor and Council. The work plan shall include, a detailed description of all start-up tasks including but not limited to the schedule, tasks, and major milestones. Vendors must describe their approach to preparing this work plan within the time constraints described in this section.

In addition, thereafter, for any change orders, a work plan will be due ten (10) business days after contract award upon approval by Governor and Executive Council.

Unless otherwise agreed in writing by the State, changes to the work plan shall not relieve the vendor from liability to the State for any

damages resulting from the vendor's failure to perform its obligations under the contract, including without limitation, performance in accordance with the schedule.

In the event of a delay in the schedule, the vendor must immediately notify the State in writing. The written notification will identify the nature of the delay, i.e., specific actions or inactions of the vendor or State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule affect the Project.

In the event the vendor requires additional time 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 vendor's failure to fulfill its obligations under the contract.

Notwithstanding anything to the contrary, the State shall have the option to terminate the contract for default, at its discretion, if it is dissatisfied with the vendor's work plan or elements within the work plan.

D.   APPENDIX D: SECURITY REQUIREMENTS

D-1   Security

The vendor must use diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting DHHS data are secure and protect that data from unauthorized disclosure, modification, or destruction.

- The vendor must not use, disclose, maintain, or transmit Confidential Data obtained under this Contract for any other purposes than authorized in this contract.
- The vendor must not disclose any Confidential Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS if legally permissible so that DHHS has an opportunity to consent or object to the disclosure.

The vendor must demonstrate their understanding of the requirements in **Sections D-1.1 through D-1.8** below and explain how they will meet them including the uses of security tools and technologies used to achieve them.

D-1.1   Security Standards

The vendor must comply with applicable regulatory requirements during the performance of the contract and maintain a process to verify compliance with such requirements. Specifically, the vendor must comply with the following:

- National Institute of Standards and Technology ("NIST") Cyber Security Framework
- MARS-E 3.0
- Health Insurance Portability and Accountability Act (HIPAA)
- Privacy Act of 1974 DHHS Privacy Act Regulations

D-1.2   Access Control

The vendor must comply with applicable State of NH system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any State of NH systems. Such agreements will be completed and signed by the vendor and any applicable subvendors prior to system access being authorized.

- Vendors must employ the principle of least privilege, allowing only authorized accesses for users which are necessary to accomplish assigned tasks in accordance with the business functions in support of this contract

- Vendor devices used to access DHHS data must comply with the following protocols:
    - Enforce a limit of consecutive invalid logon attempts by a user during a predetermined period
    - Automatically lock the account/node when a predetermined maximum number of unsuccessful attempts is exceeded.
    - Logout users automatically when the session inactivity time exceeds predetermined thresholds
    - Implement strong password policies on devices used to access DHHS sensitive data
- Vendors must enable multi-factor authentication, where applicable, for privileged users and/or internet access to State of NH data or systems
- All remote connections to access DHHS Confidential data must be via State of NH provided VPN or other DHHS approved secure mechanisms
- Vendors must not transmit Confidential Data via an open wireless networks

D-1.3 Data and System Security

The vendor must secure computing devices, such as laptops and mobile phones and any other device used to access State of NH and DHHS systems and data, using the latest virus and malware protection software.

- Vendor owned/managed mobile devices including laptops with access to DHHS data must be locally encrypted
- Vendors must employ mechanisms to automatically wipe lost or stolen devices
- Vendors must maintain and implement a process to deploy emergency, critical, and ongoing security updates for devices used to access DHHS data
- DHHS data must not be copied to removable media. Any exceptions must obtain explicit written approval from DHHS
- All computer disks or portable storage devices/removable media must be encrypted when approved for use by DHHS as a method of transmitting confidential data
- Vendors must not store, knowingly or unknowingly, any data offshore or outside the boundaries of the United States unless prior express written consent is obtained from DHHS.

D-1.4 Awareness and Training

Vendors must provide information security awareness training to its personnel and subcontractor staff involved in the delivery of the services.

- Security and privacy awareness training must be provided upon onboarding and at least annually thereafter
- Role based training must be provided where appropriate (e.g. secure coding practices for developers, for personnel in positions with a higher risk profile such as system administrators etc.)

D-1.5 Secure Software Development and Security Testing

Vendors shall align Software Development Life Cycle (SDLC) practices related to the performance of this contract with NIST Special Publication 800-64 Rev. 2 or other similar standards. In addition vendors must:

- Include security considerations across all stages of the development lifecycle (i.e. initiation, development, implementation, operations and maintenance, and disposal)
- Implement procedures to conduct security reviews of code developed or changed by the vendor prior to release to production environments
- Implement procedures to remediate issues identified during the application security code review prior to release to production environments
- Limit access to the source code and the application security code review reports to authorized personnel only
- Conduct security scanning of applications being developed or maintained under the scope of this contract at least annually and implement procedures to remediate issues identified during such security scanning
- Ensure that default passwords are not in use for systems/applications when placing them into production environments
- Follow a defined change control and testing process with established baselines, testing, and release standards which focus on availability, confidentiality, and integrity of systems and services

D-1.6 Use of Subcontractors

Vendors must maintain internal processes that define specific security expectations for subcontractors, and monitor subcontractor's compliance to security requirements.

- Vendors must ensure all subcontractors agree to, and adhere to, all information security requirements which vendor agreed to with the State of NH
- The vendor is fully responsible for subcontractor compliance with all security requirements

D-1.7 Incident Management

Vendors must maintain procedures to report misuse of or unauthorized access to DHHS data or systems by vendor personnel. In the event of any security breach, the vendor must make efforts to investigate the causes of the breach, minimize any damage or loss resulting from the breach, and promptly take measures to prevent future breach. Vendors must maintain a security incident management plan to address potential security incidents. Such plan must include:

- Vendors must maintain a security incident management plan to address potential security events (e.g. unauthorized access to DHHS data, loss of data etc.). This plan must include:
    o Documented roles & responsibilities
    o Designated individuals to be alerted in the case of an incident
    o Responsibilities of the incident management team
    o Procedures for collection and preservation of security logs and incident information
- Vendors will assess the impact of any unauthorized access, destruction, loss or alteration of DHHS data and cooperate with and assist DHHS to stop or minimize any adverse effects and/or damages from such unauthorized access
- Vendors must inform DHHS within 24 hours on becoming aware of a security incident, share with DHHS the results of any investigation it conducts of the incident, make available to DHHS any information, including security logs, that vendor has related to the incident and the systems/data impacted and assist with DHHS response as applicable

D-1.8 Infrastructure Security

Vendor must implement appropriate security measures to protect the availability, confidentiality, and integrity of vendor owned/managed infrastructure components.

- Vendor owned/managed infrastructure components must have perimeter or boundary protection devices such as intrusion prevention systems (IPS) to detect and prevent unauthorized external access. Additionally Vendor must ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Confidential Data for vendor provided systems

D-2   Security and Privacy Attestation

Annual Security and Attestation Process:

The Annual Security and Privacy Attestation Process for the Affordable Care Act (ACA) Information Systems annual attestation of the Minimum Acceptable Risk Standards for Exchanges (MARS-E) security and privacy controls is mandated by the Centers for Medicare & Medicaid Services (CMS). The annual attestation is one of the activities associated with the security control continuous monitoring process and the privacy controls including privacy impact, risk assessment, monitoring, and auditing.

The basis for the annual security and privacy attestation is the MARS-E 3.1 Security Assessment Control (CA-2). This control requires that all MARS-E security and privacy controls, attributable to a specific system or application, be assessed over a three-year period with a subset of the controls assessed annually during the annual attestation process. Additionally, the MARS-E Continuous Monitoring Control (CA-7) requires organizations to implement a continuous monitoring program that includes reporting of the security state of the information system to appropriate organizational officials every 365 days. The enforcement of these controls supports the identification of significant security vulnerabilities by recognizing non-compliant control areas in a timely manner.   The MARS-E Privacy Impact and Risk Assessment Control (AR-2) is also part of this annual review.

The vendor must provide qualified staff to perform the annual assessment and resulting attestation report to be provided to CMS to help identify and address systemic security and privacy issues and provides a detailed understanding of the current security and privacy posture associated with the broader ACA program.

The annual security and privacy attestation process includes the following activities:

- Review the New HEIGHTS policies and procedures and attest to their implementation
- Determine security and privacy controls to be tested including:
  - Control families for current year
  - Controls to be tested annually
  - Controls with identified weaknesses closed during the current year (Note: completed/closed findings on the Plan of Action and Milestones (POA&M) should *remain on the POA&M 1 year)*
  - Controls impacted by changes to the system environment during the current year
- Review and evaluate ACA security and privacy documentation.
- Prepare the assessment and resulting attestation report.
  - Information Security Risk Assessment (ISRA) to determine:

- Significant changes to business objectives or overall mission importance
- Significant changes to the security state due to new or modified federal legislation, regulations, directives, policies, standards, or guidance
- Effectiveness of security controls changed during the past year
- New vulnerabilities affecting the overall risk to the system found during continuous monitoring activities, the annual security and privacy attestation process, and the independent security assessment process

o System Security Plan (SSP) including the security and privacy implementations to verify the system information and control implementation documented is correct and updated as necessary

o Contingency Plan (CP) and the Annual CP Test with the following:
- Validate the Maximum Tolerable Disruption (MTD), Recovery Time Objective (RTO) and Recovery Point Objective (RPO)
- Test and exercise the CP using the CP Test Plan
- Document the results of the CP test in a report
- Update the CP based on the test results

- Review the Privacy Impact Assessment (PIA) to verify that privacy controls are documented, privacy risks are assessed, and control implementations have not changed
- Review legal agreements with CMS and other business partners to ensure they are current. These agreements include:
  o Interconnection Security Agreement (ISA)
  o Computer Matching Agreement (CMA)
  o Information Exchange Agreement (IEA)
  o Other forms of agreements such as data use agreements

E.   APPENDIX E: VENDOR QUALIFICATIONS

Vendor qualifications are an important factor in selecting a New HEIGHTS Maintenance, Operations, and Enhancements Vendor. To facilitate evaluation of vendor qualifications, the State seeks information about: (1) corporate qualifications of each vendor proposed to participate in the Project, (2) individual qualifications of candidates for the key roles, and (3) individual qualifications of candidates for non-Key Vendor Staff roles. This appendix identifies specific information that must be submitted.

E-1   Corporate Qualifications

New HEIGHTS is a mission critical application and functions as the core case management system for DHHS. Over the past years, many significant enhancements have been completed extending the scope and criticality of New HEIGHTS along with the diversity of technologies utilized to provide this extensive variety of functions. Maintaining or exceeding the current benchmarks for performance will require a vendor with both depth and breadth of experiences directly related to the business functions supported by New HEIGHTS and NH EASY Gateway to Services and the evolving technology architecture.

The vendor must demonstrate that as a corporation they understand the unique aspects of working with organizations from the public sector. In addition, it is critical that the vendor as a company demonstrates that they have necessary experience to assume the defined responsibilities for New HEIGHTS.

E-1.1   Corporate Overview

Identify the proposed role of the corporation on the Project. Describe the major business areas of the firm. Provide a high-level description of the firm's organization and staff size. Discuss the firm's commitment to the public sector, experience with this type of system.

Describe the history of the corporation, including:
- Health and Human Services experience
- Total number of employees specializing in HHS service delivery
- Total number of employees specializing in integrated eligibility delivery

E-1.2   Financial Strength

Provide the following:
- The current Dunn & Bradstreet report on the firm;
- The firm's two most recent audited financial statements; and
- The firm's most recent un-audited, quarterly financial statement.

E-1.3   Litigation

Identify and describe any litigation filed by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

E-1.4   Prior Project Descriptions

Using the matrix shown in Appendix E-3, provide descriptions of three (3) large scale integrated eligibility projects using web technologies within the last five (5) years. Each of these projects must have included an implementation and/or maintenance work with an annual contract value equal to or greater than $5M.   Each section of the matrix should include at a minimum the following:

Functionality – The vendor's experience across the referenced projects must include the following functional attributes, all of which must have been developed or supported within the last five years by the vendor:

- Integrated eligibility for a minimum of TANF including Work Programs, Medicaid including Managed Care Enrollment, SNAP, and Long Term Supports and Services in a single system
- Content management including remote/centralized scanning and integrated workflow automation
- Data warehouse business intelligence, including ACF participation reporting
- Web based client portal including client and community provider accounts, application, redetermination and change reporting, and upload of documents
- Interfaces with various systems/entities such as: MMIS, Child Support, Child Welfare, Child Care, Managed Care Organizations, FDSH, etc.

Architecture – The vendor's experience across the referenced projects must include systems with a technical architecture similar to New HEIGHTS as described in Appendix A-4.

Leveraged Assets – The vendor must describe intellectual capital and physical assets that were leveraged from one State to another for the referenced projects. New Hampshire is a small State with budget constraints; vendors must demonstrate their track record in leveraging delivery involving a wide range of potential integrated eligibility assets across States.

E-1.5   Subcontractor Information

Vendors must provide information on all subcontractors proposed to work on this Project subject to the terms and conditions of this RFP, including but not limited to, Appendix H: State of New Hampshire Terms and Conditions, and Appendix H-2: General Contract Requirements herein.. Required information shall include but not be limited to:

- Identification of the proposed subcontractor and a description of the major business areas of the firm and their proposed role on the Project.
- A high-level description of the Subcontractor's organization and staff size.
- Discussion of the Subcontractor's experience with this type of Project.
- Resumes of key personnel proposed to work on the Project; and
- Two references from companies or organizations where they performed similar Services.

The vendor shall remain wholly responsible for performance of the entire contract regardless of whether a subcontractor is used. The State will consider the vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

E-1.6   Value Added Services

DHHS would like to give vendors the opportunity to demonstrate or explain any additional value-added services they would like to provide to help the State to be current in HHS business practices, technologies and Solutions. Vendors have unique experience and expertise in determining industry trends and strategies used in maintaining and enhancing an integrated eligibility system. It is expected that these services be provided without additional cost to the State.

E-2   Team Organization and Designation of Key Vendor Staff

E-2.1   Staff Counts and Roles

The number of staff to be allocated to this Project is a **minimum** of 28 full time staff. The staff proposed must meet the minimum requirements in Appendix E-4, Required Minimum Staffing Skills and Experience Matrix. Vendors may propose staff with qualifications and/or staff counts that exceed the minimum requirement within the fixed budget constraint. The minimum staffing requirements are described below.

Role	Count

Project manager*	1
Application Manager/Solution Architect*	1
Technical Lead *	1
Track managers*	4
DBA's*	2
Production Support and Batch Operators	2
Kofax/LAN administrator	1
JSF/Primefaces Senior Architect*	1
JSF/Primefaces Developers	1
Java/ Spring Batch Senior Architect*	1
Java/ Spring Batch Senior developers	1
Java/ Spring Batch developers	2
Business Intelligence Senior developer	1
Senior COBOL developers	2
IBM ODM(Rules) Architect*	1
IBM ODM(Rules) developers	1
Angular Architect*	1
Angular developers	1
Quality Assurance	2
Project Administrator	1

*Designates key staff

The vendor must provide an organizational chart depicting their project team. This chart should identify vendor staff (both key and non-key) as well as any subcontractors.

E-2.2   On-Site Staff Availability

The New HEIGHTS space does not accommodate all staff to be on-site full time: however, it is expected that all vendor staff will be on site on an as needed basis for in-person collaboration. Therefore, vendor staff must be located in proximity to Concord, New Hampshire. In particular, the leadership team, track managers, lead analysts, testers, and developer SME's must be on-site regularly for requirements and design walkthroughs as well as status meetings and other events as mutually agreed upon by State and Vendor managers.

During transition, key staff must be on-site for the full transition activities and ongoing operations as agreed upon between the vendor and the State Project Manager.

E-2.3   Staff Qualifications

The Department reserves the right to scale the staffing up or down and associated budget delineated in this RFP or to not award the bid. Vendors should include in their staffing proposal their strategy and capacity to manage the shift of resources as DHHSs needs evolve in response to changes in business drivers.

Prospective vendors must describe the organization of their proposed team including roles and skill sets of Key and non-Key staff using the matrix in Appendix E-4. This matrix must be signed by an authorized vendor representative attesting to their exclusive right to represent all staff bid. Vendors must plan for operations and database administration tasks after hour support for batch processing cycle, maintenance, performance testing and rollouts for the life of the contract. Vendors must agree to provide these functions outside of normal business hours, as necessary at no additional cost.

It is the expectation of DHHS, that all named staff bid will be assigned to the project subject to the staff retention diversion requirements defined in Section E-2.7 below.

E-2.4   Exclusive Right to Represent

All proposed staff must be current, active employees of proposed company and/or Subcontractors at the time of Proposal submission. The vendor must have the express consent of each named candidate (key and non-key) submitted in response to this RFP, directly from the candidate and through the company whether the candidate is an employee of the prime, or subcontractor showing exclusive legal right to represent the candidate in matters of work assignment.

E-2.5   Resumes for Key Vendor Staff

In addition to the Required Minimum Staffing and Skills Matrix, vendors must provide a resume not to exceed three (3) pages for each key vendor staff position. Each resume should address the following:
- The individual's educational background;
- An overview of the individual's work history;
- The individual's project experience, including Project type, Project role and duration of the assignment;
- Relevance of experience for New HEIGHTS and NH EASY Gateway to Services
- Any significant Certifications held by or honors awarded to the candidate; and

- At least two references, with contact information that can address the individual's performance on past projects within the last five years.

Required key staff can be found in the table in section E-2.1. Key staff are designated by an "*".

E-2.6   Resumes for Non-Key Vendor Staff

For non-key vendor staff, the vendor is required to name a subset of the initial resource complement that will be staffed for New HEIGHTS. The named resources are subject to the right to represent and staffing retention requirements. The requirement for naming non-key vendor staff applies to the following:

- 1 Production Support and Batch Operator
- 1 Kofax/LAN administrator
- 1 JSF/Primefaces Developer
- 1 Java/ Spring Batch Senior developer
- 1 IBM ODM(Rules) Developers
- 1 Angular developers

Resumes should be provided for the above named non-key vendor staff not to exceed three (3) pages that includes the following:

- The individual's educational background;
- An overview of the individual's work history;
- The individual's relevant project experience, including project type, project role and duration of the assignment;
- At least two references, with contact information that can address the individual's performance on past projects within the last five years.

E-2.7   Staff Retention and Diversion

DHHS must approve all key personnel, prior to their assignment to the project. In addition, the State's approval process may include, without limitation, at the State's discretion, review of the proposed key staff's resume, qualifications, and an interview. A transition plan must be submitted to and approved by the State Project Manager when any staff is being replaced for any reason.

The vendor must acknowledge, in writing, in response to the RFP, that once key personnel are assigned, they may not be diverted or replaced without approval by the State Project Manager. The vendor may not divert or replace key personnel for any period of time except in accordance with the following procedure: the vendor must provide notice of a proposed diversion or replacement to the State Project Manager at least sixty (60) days in advance, together with the name and qualifications of the person(s) who will take the place of the

diverted or removed staff. The State Project Manager will notify the vendor within thirty (30) business days whether the proposed diversion or removal is approved or rejected.

"Divert" or "diversion" is defined as the transfer of staff by the vendor or subcontractor to another assignment within the control of either the vendor or subcontractor. It does not include resignations, death, disability, or dismissal for cause of an employee, which is beyond the control of the vendor or subcontractor.

Corporate Reference Matrix
For each corporate reference, complete the reference matrix:

Reference # {1, 2, or 3}				
State				
Project				
Contract Duration	**Start Date**		**End Date**	
Contract Value	$			
Primary Contact	**Name**			
	Title			
	E-mail			
	Phone			
	Address			
Functionality				
Function	**Years (From/To)**	**Vendor scope of work and functional area expertise summary**		
Architecture				
Function	**Years (From/To)**	**Vendor scope of work and experience with architecture components summary**		
Leveraged Asset Delivery				
Function	**Years (From/To)**	**Vendor scope of work and examples of asset and/or intellectual capital transfer**		

E-3   Required Minimum Staffing Skills and Experience Matrix

For each staff member, complete the staffing skills and experience matrix below for each proposed candidate. Indicate "Y" if the candidate fully meets the required minimum skill set, "P" for partially meets; otherwise an "N." For line items where "Y" or "P" is selected, specifically site the project and years where the candidate demonstrated the identified skills in full. In all instances, the skill set application should be current, including usage of each applicable skill in the last 18 months.

Title	Role	Requirements	Y/P/N	Years
Project Manager* {Insert Name}	1) Project management for the RFP scope of work 2) Strategic and business process consulting and innovation 3) Relationship management with New HEIGHTS Project team, DHHS staff, and DoIT team	Minimum of 8 years HHS IT Project Management experience		
		Minimum of 5 years integrated eligibility experience as the executive project manager supporting a platform comparable to New HEIGHTS with similar size and functionality		
		Agile Certification		
Application Manager/ Solution Architect* {Insert Name}	1) Application Manager for the RFP scope of work supporting day to day activities 2) Strategic and business process consulting and innovation 3) Relationship management between New HEIGHTS Project Team, DHHS Staff, and DoIT Team	Minimum of 10 years HHS IT Project Management experience		
		Minimum of 5 years integrated eligibility experience in Project management supporting a platform architecture comparable to New HEIGHTS		
		Minimum of 5 years as a Solution Architect in large scale real-time transaction processing and batch operations comparable to the New HEIGHTS system		

Title	Role	Requirements	Y/P/N	Years
		PMP, Agile & ITIL Certifications		
Technical Lead* {Insert Name}	1) Project management for operations and Enhancement infrastructure 2) DBA supervision and database management 3) Operator and cycle oversight and staff supervision 4) Relationship management between New HEIGHTS Technical Team, DoIT Team, and technology vendors i.e. Kofax, IBM, etc.	Minimum of 5 years as a technical manager supporting a platform comparable to New HEIGHTS		
		Minimum of 2 years integrated eligibility systems		
		Minimum of 5 years supporting large scale real-time transaction processing and batch operations comparable to New HEIGHTS as a technical lead		
		Minimum of 5 years experience using Cisco UCCX and IVR Minimum of 5 years experience as a senior Mulesoft architect		
Track Manager #1 (Self Service)* {Insert Name}	1) Project management for DHHS projects that include Self Service application development 2) Requirements, design facilitation and subject matter expertise for integrated eligibility & self-service portals 3) Client relationship management with DHHS track managers 4) Support for all phases of the SDLC	Minimum of 8 years Project management experience as a team lead managing complex maintenance and Implementation tasks		
		Minimum of 5 years with implementing and maintaining self-service portal applications		
		Minimum of 5 years facilitating requirements and design sessions and managing all phases of the SDLC		

Title	Role	Requirements	Y/P/N	Years
		Minimum of 5 years supporting a platform comparable to New HEIGHTS with similar size and functionality using Angular and J2EE architecture		
		Agile Certification		
Track Manager #2 (Eligibility & Enrollment)* {Insert Name}	1) Project management for DHHS maintenance and Enhancement projects that include Eligibility & Enrollment policy changes 2) Requirements, design facilitation and subject matter expertise for integrated eligibility 3) Client relationship management with DHHS track managers 4) Support for all phases of the SDLC	Minimum of 8 years Project management as a team lead managing complex maintenance and Implementation tasks		
		Minimum of 5 years as a team lead supporting eligibility and enrollment rules determining eligibility for Medicaid, TANF, Childcare and SNAP Programs		
		Minimum of 5 years facilitating requirements and design sessions and managing all phases of the SDLC		
		Minimum of 5 years supporting a platform comparable to New HEIGHTS with similar size and functionality using a rules engine such as WODM or equivalent		
		Agile Certification		
Track Manager #3 (Online Application)* {Insert Name}	1) Project management for DHHS maintenance and Enhancement projects 2) Requirements, design facilitation and subject matter expertise for integrated eligibility 3) Client relationship	Minimum of 5 years Project management experience as a team lead managing complex maintenance and Implementation tasks		
		Minimum of 5 years facilitating requirements and design sessions and		

Title	Role	Requirements	Y/P/N	Years
	management with DHHS track managers 4) Support for all phases of the SDLC	managing all phases of the SDLC		
		Minimum of 5 years supporting a platform comparable to New HEIGHTS with similar size and functionality using J2EE architecture		
Track Manager #4 (Interfaces)* {Name}	1) Project management for DHHS maintenance and Enhancement projects 2) Requirements and design facilitation and subject matter expertise for integrated eligibility 3) Client relationship management with DHHS track managers 4) Support for all phases of the SDLC	Minimum of 5 years Project management experience as a team lead managing complex maintenance and Implementation tasks		
		Minimum of 5 years with implementing Interface solutions with Federal, State and Third party systems		
		Minimum of 3 years facilitating requirement/design and managing the SDLC		
		Minimum of 3 years supporting a platform comparable to New HEIGHTS with similar size and functionality using J2EE architecture hosted on the zLinux or equivalent platform		
Database Administrator #1* {Insert Name}	1) Responsible for ongoing maintenance of DB2 including performance and disk management 2) Responsible for DB2 and related utilities upgrade support 3) Responsible for Enhancements and changes in support of the application development team	Minimum of 8 years DB2 or equivalent RDBMS experience as a DBA or application developer		
		Minimum of 3 years database administrator on DB2 for zOS or DB2 LUW on Linux including runstats, reorgs, copy, data load, job scheduling, backup fail over, recovery, etc.		

Title	Role	Requirements	Y/P/N	Years
	4) Responsible for database tuning and performance improvements	Preferred 3 years as database administrator on an integrated eligibility system		
		Minimum of 3 years with zLinux, Batch Scripts and Python		
		Minimum of 3 years with IBM database utilities and monitoring tools		
Database Administrator #2* {Insert Name}	1) Responsible for ongoing maintenance of DB2 including performance and disk management 2) Responsible for DB2 and related utilities upgrade support 3) Responsible for Enhancements and changes in support of the application development team 4) Responsible for database tuning and performance improvements	Minimum of 5 years DB2 or equivalent RDBMS experience as a DBA or application developer		
		Minimum of 3 years database administrator on DB2 for zOS or DB2 LUW on Linux including runstats, reorgs, copy, data load, job scheduling, backup fail over, recovery, etc.		
		Preferred 3 years as database administrator on an integrated eligibility system		
		Minimum of 3 years with zLinux, Batch Scripts and Python		
		Minimum of 3 years with IBM database utilities and monitoring tools		
Production Support and Batch Operators (2) {Insert Name 1}	1) Maintain, enhance and operate production and non-production regions 2) Maintain Change Control systems, such as GIT, and perform Application builds	Minimum of 3 years scheduling/operations experience on a Linux platform including zVM, Unix Scripting, and Python experience		
		Minimum 2 years SQL experience		

Title	Role	Requirements	Y/P/N	Years
		Minimum of 2 years using ZENA or equivalent scheduler		
		Minimum of 1 year with build scripts and automation tools		
		Minimum of 1 year using Change Control and DevOps Tools (such as Jenkin, Jira, Git, GitHub, Mavon)		
Production Support and Batch Operators (2) {Insert Name 2}	1) Maintain, enhance and operate production and non-production regions 2) Maintain Change Control systems, such as GIT, and perform Application builds	Minimum of 3 years scheduling/operations experience on a Linux platform including zVM, Unix Scripting, and Python experience		
Kofax & LAN Administrator {Insert Name}	1) Responsible for management of distributed Kofax installation and capture infrastructure 2) Responsible for management of LAN and desktop support augmentation for DoIT 3) Responsible for providing desktop configuration and build specifications for DoIT	Minimum 2 years SQL experience		
		Minimum of 2 years using ZENA or equivalent scheduler		
		Minimum of 1 year with build scripts and automation tools		
JSF/Primefaces Senior Architect* {Insert Name}	1) Architecture and Solution design for maintenance and Enhancement of New HEIGHTS online application 2) UI design and architecture 3) Performance management	Minimum of 1 year using Change Control and DevOps Tools (such as Jenkin, Jira, Git, GitHub, Mavon)		
		Minimum of 5 years supporting high volume online user interfaces with 300+ pages/screens and over 1M daily transactions		

Title	Role	Requirements	Y/P/N	Years
		Minimum of 5 years JSF experience, with one or more years on JSF 2.0 or higher using distributed application web servers		
		Minimum of 5 years with Java scripting, CSS and jQuery		
		Minimum of 3 years Eclipse or equivalent IDE experience		
		Minimum of 5 years Primefaces, including at least 2 years of Primefaces 6.2 or higher		
		Minimum of 3 years with performance management tools, including, Eclipse Memory Analyzer, IBM Thread & Monirtor Dump Analyzer, Tivoli Monitor or equivalent tools.		
JSF/Primefaces Developer {Insert Name}	1) Maintenance and Enhancement of New HEIGHTS online case management application	Minimum of 5 years as a Java developer supporting high volume online user interfaces with 300+ pages/screens		
		Minimum of 3 years JSF experience, with one or more years on JSF 2.0 or higher using distributed application web servers		
		Minimum of 3 years' experience with Java scripting, CSS and jQuery		
		Minimum of 3 years Primefaces, including Project usage of Primefaces 3.0 or higher		

Title	Role	Requirements	Y/P/N	Years
		Minimum of 3 years as a Java developer on a case management system with integrated eligibility experience highly preferred		
Java/ Spring Batch Senior Architect* {Insert Name}	1) Architecture and Solution design for maintenance and Enhancement of New HEIGHTS Application 2) Real-time & Batch design and architecture 3) Performance management	Minimum of 5 years as a Java architect on a case management system including business design and technical architecture		
		Minimum of 8 years Java J2EE including a minimum of 5 years with EJB 3.1 or higher		
		Minimum 5 years' experience with My Batis 3 or equivalent persistence framework		
		Minimum 2 years' experience with design, development, testing and implementation of Mule ESB application		
		Minimum of 5 years WebSphere Liberty experience		
		Minimum 5 years' architect experience with Java Batch or Spring Batch		
		Minimum of 3 years with performance management tools, including, Eclipse Memory Analyzer, IBM Thread & Monirtor Dump Analyzer, Tivoli Monitor or equivalent tools.		
		Minimum of 2 years integrated eligibility experience		

Title	Role	Requirements	Y/P/N	Years
Java/ Spring Batch Senior developer {Insert Name}	1) Maintenance and Enhancement of New HEIGHTS Real-time & batch application 2) Real-time & Batch application design & development 3) Performance management	Minimum of 8 years in design, development, testing and Implementation of Enterprise applications using J2EE technologies like Servlets, EJB, JSON, JNDI, JDBC		
		Minimum of 8 years of extensive experience using an RDBMS with at least 5 years with DB2		
		Minimum of 3 years' experience with MyBatis 3.0- or higher		
		Minimum of 3 years' experience with WebSphere/Liberty		
		Minimum 3 years' experience with Java Batch or Spring Batch		
		Preferred 2 years integrated eligibility experience		
Java/ Spring Batch developer(s) {Insert Name}	1) Maintenance and Enhancement of New HEIGHTS real time and batch business and persistence logic	Minimum of 3 years in design, development, testing and Implementation of Enterprise applications using J2EE technologies like Servlets, EJB, JSON, JNDI, JDBC		
		Minimum of 3 years of extensive experience using an RDBMS with at least 5 years with DB2		
		Minimum of 2 years' experience with MyBatis 3.0- or higher		

Title	Role	Requirements	Y/P/N	Years
		Minimum of 2 years' experience with WebSphere/Liberty		
		Minimum 2 years' experience with Java Batch or Spring Batch		
		Preferred 2 years integrated eligibility experience		
Business Intelligence Senior Developer {Insert Name}	1) New HEIGHTS reporting maintenance and Enhancements	Minimum of 5 years as a senior BI analyst/developer including with all phases of the SDLC		
		Minimum of 5 years' experience with Oracle as a BI developer, including: a) Oracle SQL Developer 3.0 or higher b) Oracle Instant Client 11.0 or higher c) Oracle jDeveloper Studio 11.1 or higher d) Oracle Fusion Middleware 11.1 or higher		
		Minimum of 3 years UNIX experience, including extensive use of scripting		
		Minimum of 3 years DB2 experience with extensive SQL expertise		
		Minimum of 2 years' experience with Jasper reporting tools		
		Preferred 2 years integrated eligibility experience including SNAP, TANF and Medicaid		
Senior COBOL Developer(s)	1) Maintain and enhance legacy batch processes	Minimum of 8 years COBOL or MF COBOL experience		

Title	Role	Requirements	Y/P/N	Years
{Insert Name}	2) Maintain and enhance MicroFocus batch processes	supporting high volume batch processes		
		Minimum of 5 years' experience with all phases of the SDLC		
		Minimum 5 years RDBMS/SQL experience, including DB2		
		Minimum of 3 years Linux, Unix Scripting or Python experience		
		Preferred 3 years integrated eligibility experience		
		Minimum of 3 years' experience with Micro Focus Cobol		
IBM ODM (Rules) Architect* {Insert Name}	1) Architecture and Solution design for maintenance and Enhancement of New HEIGHTS Integrated eligibility rules engine using ODM 2) Performance management	Minimum 8 years' experience working on complex systems comparable to an integrated eligibility Solution		
		Minimum 8 years' experience working on J2EE based applications.		
		Minimum 3 years' experience working on WODM 8.0 installed on Linux		
		Minimum 5 years' experience with WODM Rules designer and decision center.		
		Minimum 3 years' experience working with Integrated Eligibility Applications.		
	1) Maintenance and Enhancement of New	Minimum 3 years' experience working on complex systems		

Title	Role	Requirements	Y/P/N	Years
IBM ODM(Rules) Developer {Insert Name}	HEIGHTS Integrated eligibility rules engine using ODM	comparable to an integrated eligibility Solution		
		Minimum 3 years' experience working on J2EE based applications.		
		Minimum 2 years' experience working on WODM 8.0 installed on Linux		
		Minimum 3 years' experience with WODM Rules designer and decision center.		
		Minimum 2 years' experience working with Integrated Eligibility Applications.		
Angular Senior Architect* {Insert Name}	1) Architecture and Solution design for maintenance and Enhancement of the Self-Service application NH EASY and its integration with the Integrated Eligibility Application New HEIGHTS 2) Performance management	Minimum of 5 years Angular JS/Angular / jQuery / HTML 5/ Bootstrap/ CSS3		
		Minimum 5 years of intensive experience with Responsive web site development for multiple devices		
		Minimum 5 years of experience with SOAP and REST web services integration		
		Minimum 3 years enterprise web site development experience using J2EE technologies		
		Minimum 5 years of experience with core JavaScript and various JS libraries such as Moment, Lodash, etc.		
		Minimum of 2 years with IDM/LDAP and application		

Title	Role	Requirements	Y/P/N	Years
		security management and Apache web server		
		Minimum 2 years of experience with Visual Studio or equivalent development tools		
Angular Developers {Insert Name}	1) Maintenance and Enhancements for the Self-Service application NH EASY and its integration with the Integrated Eligibility Application New HEIGHTS	Minimum of 4 years Angular JS/Angular / jQuery / HTML 5/ Bootstrap/ CSS3		
		Minimum 3 years of intensive experience with Responsive web site development for multiple devices		
		Minimum 3 years of SOAP and REST web services integration		
		Minimum 3 years enterprise web site development using J2EE technologies		
		Minimum 3 years with core JavaScript and various JS libraries such as Moment, Lodash, etc.		
		Minimum 3 years of experience with Visual Studio or equivalent development tools		
Quality Assurance Analysts {Insert Name}	1) Integration Testing, User Acceptance Testing and Regression Testing for Enhancements and fixes for New HEIGHTS	Minimum 5 years Quality Assurance experience		
		Minimum 5 years' experience in writing detailed test plans		
		Preferred 2 years' experience in Integrated Eligibility Area		

Title	Role	Requirements	Y/P/N	Years
		Preferred 2 years' experience in writing SQL queries		
Project Administrator {Insert Name}	1) Responsible for day to day management of the	Minimum 3 years of experience in customer service, with a multi-line phone system required.		

*Designates Key staff

The table below defines additional skill requirements that must be covered by vendor staff. This can be in combination with staff and roles named above or additional named staff. Using the table below, identify the individual who demonstrates the applicable skill. If resumes of these additional individuals are not otherwise included, a resume must be included for those individuals.

Name(s)	Requirements	Y/P/N	Years
	Minimum of 5 years in imaging/content management Solutions as the Administrator of Kofax and OnBase		
	Minimum of 3 years of experience in Cisco UCCX		
	Minimum of 3 years of experience in IVR		
	Minimum of 3 years of experience in Mulesoft		
	Minimum of 3 years of experience OpenText Exstream		
	Minimum of 3 years with IDM/LDAP and application security management and Apache web server		
	Minimum of 1 year experience with Tableau		
	Minimum 3 years of experience with Live chat implementation using MongoDB, Meteor, RocketChat, etc. or equivalent		

F.   APPENDIX F: PRICING WORKSHEETS

The vendor's Cost Proposal must be based on the worksheets formatted as described in this appendix.

F-1   Pricing Worksheets

Using the formats provided in the following tables, vendors must provide the following information. Vendors must list the blended hourly rate of staff and compute each SFY Subtotal as well as a grand total at the bottom. Minimum staff required is 32.

Table F-1-1: Pricing Worksheet

SFY	Total Staff	Hours*	Blended Hourly Rate	Cost**	Total
SFY 22		520			
SFY 23		2080			
SFY 24		2080			
SFY 25		2080			
SFY 26		2080			
SFY 27		2080			
SFY 28		2080			
SFY 29		2080			
SFY 30		2080			
			Sub-Total		
				Grand Total	

*Hours = 40 hours per week X 52 weeks per year, SFY22 is 520 hours because the contract is anticipated to be effective from 4/1/2022 – 6/30/2022
** Cost = Staff X Hours X Rate

Table F-1-2: Change Order Enhancement Rates

SFY	Blended Hourly Change Rate
SFY 22	
SFY 23	
SFY 24	
SFY 25	
SFY 26	
SFY 27	

SFY 28	
SFY 29	
SFY 30	

Table F-1-3: Transition Costs

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Staff Cost*						
Other Costs**						
Total						

* Staff Cost = Staff X Blended Rate
**Specify

The Remainder of this page intentionally left blank

G.   APPENDIX G: TESTING AND CERTIFICATION REQUIREMENTS

G-1   Testing Requirements

All testing and acceptance addressed herein shall apply to testing the system. This shall include planning, test scenario development, data, and system preparation for testing, and execution of unit, integration, conversion/migration testing, installation, performance, and stress, security review testing, and support of the State during System and Regression testing.

G-1.1 Test Planning and Preparation

The overall test plan will guide all testing. For Unit and Integration testing, the vendor provided, State approved, test plan will include, at a minimum, identification, preparation, and documentation of planned testing, a requirements traceability matrix, test variants, test scenarios, test cases, test scripts, test data, test phases, expected results, and a tracking method for reporting actual versus expected results as well as all errors and problems identified during test execution.

It is crucial that client-testing activities not be abbreviated in order to meet project implementation schedules. Therefore, the State requires that the testing activities be represented both in terms of effort and in terms of duration.

State System testing will commence upon successful completion of the vendor integration testing along with reporting the actual testing results, prior to the start of any testing executed by State staff.

The State will commence when the code is installed and configured in the System Test region. The vendor must support the State with testing, fix all problems identified, and document the code changes made so that the State testers can ensure retesting all of the impacted components. The vendor must conduct stress and performance testing, at no additional cost.

Three weeks prior to a release, the vendor must migrate the code to the Regression Test region. The State is responsible for conducting regression testing. The vendor is responsible for correcting all problems found during regression testing in a very short timeframe in order to ensure there is no delay in the agree-upon timeline for the project.

G-1.2 Testing

The vendor must demonstrate that their testing methodology can be integrated with the New HEIGHTS standard methodology as described in this section. In addition any maintenance or enhancement projects

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that meet the criteria identified in 7CFR 277.18 as defined by FNS must follow the process defined therein. This rule relates to the Supplemental Nutrition Assistance Program (SNAP) regulations to implement provisions of the Food, Conservation, and Energy Act of 2008 (the Farm Bill) and requires that any projects that meet the criteria defined in this rule must be identified up front and requirements and test results provided to and approved by FNS before implementation.

From FNS, the SNAP Review of Major Change in Program Design and Management Evaluation Systems (https://www.fns.usda.gov/snap/fr-011916) (also see 7 CFR 272.15 - https://www.ecfr.gov/cgi-bin/retrieveECFR?gp&SID=554a114787306539d28c8b2866266b28&r=PART&n=7y4.1.1.3.20#se7.4.272_115) and Test Plan requirements (as part of FNS Handbook 901 and 7 CFR 277.18 (see https://www.law.cornell.edu/cfr/text/7/277.18) are applicable to the Contractor. The State also requires support from the Contractor on ensuring that the FNS System Integrity Review Tool (SIRT) requirements are supported. While addressing a major enhancement, the Contractor shall support the State in completing Major Change and Test Plan documentation, as applicable for the "Major Change". While the State will own and be responsible for documentation submitted for review to FNS, the Contractor will be expected to provide content as directed by the State, support Pilot (where applicable), and also address any questions, concerns, or corrective actions that FNS indicates throughout their review or during SDLC activities.

Unit Testing	Application components are tested on an individual basis to verify that the inputs, outputs, and processing logic of each application component functions without errors. Unit Testing is performed in the Unit Test environment. The goal is to find errors in the smallest unit of Software. If successful, subsequent integration testing should only reveal errors related to the integration between application components.
Integration Testing	Integration testing validates the integration between the individual unit application components and verifies that the new code meets defined requirements and supports execution of interfaces and business processes. The integration test is a vendor responsibility and is performed in the Integration Test environment. Integration testing emphasizes end-to-end business processes and the flow of information across the system.
Conversion /Migration Validation Testing	When applicable, the Conversion/Migration Validation Testing should replicate the entire flow of the converted data through the system.

User Acceptance Testing	Application components are migrated to the System test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the migration steps in preparation for migration to Production. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes. a.) The vendor's Project Manager must certify that the vendor's own staff has successfully executed all Integration Test scenarios along with reporting the actual testing results prior to the start of any testing executed by State staff. b.) The State will be presented the Integration Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as certification of the vendor's having completed the prerequisite tests, prior to the State staff involvement in any testing activities c.) Upon successful conclusion of System and Regression testing by the State, the functionality will be migrated to Production.
Parallel Testing	Where feasible and agreed upon with the State, parallel testing with production is required. This parallel testing provides additional assurance that deficiencies are identified beyond what manual testing can achieve.
Performance Tuning and Stress Testing	The vendor shall develop and document hardware and software configuration and tuning of system infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the project **Performance Tuning and Stress Testing** **Scope** The scope of performance testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and retesting until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Vendor must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts, which accurately reflect business load and coordinating reporting of results.

Test types
Performance testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All efforts will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

Load Tests: Load testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load test helps to verify the ability of the application environment under different load conditions based on workload distribution. System response time and utilization is measured and recorded.

Tuning
Tuning will occur during both the development of the application and load testing. Tuning is the process whereby the application performance is maximized. This can be the result of making code more efficient during development as well as making tuning parameter changes to the environment.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load testing effort. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

Implementing Performance and Stress Test
Performance and Stress test Tools used by the State of New Hampshire are Tivoli ITM and ITCAM and CA Spectrum. Vendor is open to use any open source product with the approval of State Team. Consideration must be given to licensing with respect to continued use for regression testing if tools, other than those, which we are licensed for, are being recommended for this part of the project.

Scheduling Performance and Stress Testing
 Vendor shall perform test planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Vendor shall provide definition and expectations from testing. This definition should include who is in charge of testing and coordinating results, anticipated run times, logs required for

tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of testing and then again once testing has begun to make sure that testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization does not impact the results. Tests will be run in close proximity to our infrastructure to eliminate the public network from our environment.

Post-test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the retesting of some others. Careful work on identifying dependencies up front should minimize this impact.

If defects are identified in the application during testing, they will be recorded; however, changes to the application code should be avoided if possible so as not to affect baseline comparisons. If a change to the application is required new baselines will be established (and possibly the execution of prior tests to validate changes with the new application) before testing can continue.

When performing capacity testing against a GUI the focus will be on the ability of the interfaces to respond to user input.

During stress/load, testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will

	identify peak load conditions at which the program will fail to handle required processing loads within required time spans. During Performance testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases, the tester will determine the capacity of the system under a known set of conditions.
Security Review and Testing	IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures and controls covering such areas as identification, authentication and non-repudiation. All components of the Software shall be reviewed and tested to ensure they protect the State's hardware and software and its related Data assets. {SECURITY_TABLE}

Where {SECURITY_TABLE} is:

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system

	Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

In their proposal, the vendors must acknowledge their responsibilities for security testing. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability. Tests shall, at a minimum, cover each of the service components. Test procedures may include Penetration Tests (pen test) or code analysis and review.

Prior to the System being moved into production, the vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance. All Software and hardware shall be free of malicious code (malware).

G-2   Certificates
The successful vendor must provide the following certificates:

G-2.1 Certificate of Good Standing

As a condition of contract award, the vendor, if required by law, must furnish a Certificate of Good Standing dated after April 1, 2021, from the Office of the Secretary of State of New Hampshire. If your company is not registered, an application form may be obtained from:

Secretary of State
State House Annex
25 Capitol Street
Concord, New Hampshire 03301
603-271-3244

If your company is registered, a Certification thereof may be obtained from the Secretary of State.

Note: Sovereign states or their agencies may be required to submit suitable substitute documentation concerning their existence and authority to enter into a contract

G-2.2 Certificate of Insurance

- Comprehensive general liability insurance against all claims of bodily injury, death or property damage ($1,000,000 per occurrence and $2,000,000 aggregate)
- Certificate Holder must be: Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301.

G-2.3 Certificate of Authority/Vote

The Certificate of Authority/Vote authorizes, by position, a representative(s) of your corporation to enter into an agreement or amendment with the State of New Hampshire. This ensures that the person signing the agreement is authorized as of the date he or she is signing it to enter into agreements for that organization with the State of New Hampshire

The officer's signature must be either notarized or include a corporate seal that confirms the title of the person authorized to sign the agreement. The date the Board officer signs must be on or after the date the amendment is signed. The date the notary signs must match the date the board officer signs.

You may use your own format for the Certificate of Authority/Vote as long as it contains the necessary language to authorize the agreement signatory to enter into agreements and amendments with the State of New Hampshire as of the date they sign.

CERTIFICATE OF AUTHORITY/VOTE CHECKLIST

SOURCE OF AUTHORITY

Authority must come from the **governing body,** either:
- **(1)** a majority voted at a meeting, or
- **(2)** the body provided unanimous consent in writing, or
- **(3)** the organization's policy or governing document

SOURCE OF AUTHORITY WAS IN EFFECT ON DAY AGREEMENT OR AMENDMENT WAS SIGNED

The Certificate must show that the person signing the contract had authority when they signed the Agreement or Amendment, either:
- **(1)** Authority was granted the same day as the day the Agreement or Amendment was signed, or

(2) Authority was granted after the day the agreement or amendment was signed and the governing body ratifies and accepts the earlier execution, or

(3) Authority was granted prior to the day the agreement or amendment was signed and it has not been amended or repealed as of the day the contract was signed.

APPROPRIATE PERSON SIGNED THE CERTIFICATE

The person signing the certificate may be the same person signing the Agreement or Amendment only if the certificate states that the person is the sole director (for corps) or sole member (for LLCs).

G-2.4 Workers Compensation

Workers Compensation coverage may be indicated on the insurance form described above. Workers Compensation coverage must comply with State of NH RSA 281-A.

H.   APPENDIX H: STATE OF NEW HAMPSHIRE TERMS AND CONDITIONS

H-1   Form P-37
The selected vendor must complete and agree to meet all terms and conditions required in Form P-37 – State of New Hampshire Terms and Conditions.

FORM NUMBER P-37 (version 12/11/2019)

Subject:_____

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

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
New Hampshire Department of Health and Human Services		129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	

1.13 State Agency Signature Date:	1.14 Name and Title of State Agency Signatory
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the

complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six

(6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the

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

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

9. TERMINATION.
9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.
9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be

returned to the State upon demand or upon termination of this Agreement for any reason.
10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.
12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.
12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall

not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to

undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this

Agreement shall not be construed to confer any such benefit.

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

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

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

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

H-2   GENERAL CONTRACT REQUIREMENTS

H-2.1   State of NH Terms and Conditions and Contract Requirements

The contract terms set forth in Appendix H: State of New Hampshire Terms and Conditions shall constitute the core for any contract resulting from this RFP.

H-2.2   Vendor Responsibilities

The vendor shall be solely responsible for meeting all requirements, and terms and conditions specified in this RFP, its Proposal, and any resulting contract, regardless of whether or not it proposes to use any Subcontractor.

The vendor may subcontract Services subject to the provisions of the RFP, including but not limited to, the terms and conditions in Appendix H: State of New Hampshire Terms and Conditions. The vendor must submit with its Proposal all information and documentation relating to the Subcontractor necessary to fully respond to the RFP, which must include terms and conditions consistent with this RFP. The vendor shall remain wholly responsible for performance of the entire contract regardless of whether a Subcontractor is used. The State will consider the vendor to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from any contract.

H-2.3   State Contracts

The State of New Hampshire intends to use, wherever possible, existing statewide Software and hardware contracts to acquire supporting software and hardware.

H-2.4   Change Orders

The State may make changes or revisions at any time by written Change Order. There are two types of Change Orders as described below:

H-2.4.1   M&O Change Order

An M&O change order is a change to make adjustments to the M&O functions or staffing in New HEIGHTS. This could be either a zero cost change order such as an adjustment to the staffing mix for M&O, or a decrease in vendor staffing due to budgetary constraints.

H-2.4.2   Enhancement Change Order

The scope of this contract includes enhancement services to be approved by the State within the constraint of the fixed budget.

For the purpose of this section, an enhancement change order is a change that requires vendor resources beyond the capacity of M&O staff to accommodate as determined by the State project manager.

H-2.4.3   Change Order Process

The State project manager will submit the written change order request to the vendor project manager. Within five (5) business days of a vendor's receipt of a Change Order, the vendor shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the schedule, or the work plan.

- Any change order that results in an increase in cost or scope must be agreed upon jointly by the State and vendor project managers, and is subject to the contract amendment process including required approvals by any Federal and State parties.
- Any zero-cost change order can begin as agreed upon in writing by both the State and vendor project manager

A vendor 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 a vendor's requested Change Order within five (5) business days. The State, which includes the requesting Agency and the Department of Information Technology, must approve all change orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

All Change Order requests from a vendor to the State, and the State acceptance of a vendor'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, process including required approvals by any Federal and State parties.

H-2.5   Deliverables

For deliverable-based change orders, the vendor shall provide the State with the deliverables and services in accordance with the timeframes in the work plan. All deliverables shall be subject to the State's acceptance as set forth in Section I 1.7: Testing and Acceptance herein.

Upon its submission of a deliverable, the vendor represents that it has performed its obligations under the contract associated with the deliverable.

By unconditionally accepting a deliverable, the State reserves the right to reject any and all deliverables in the event the State detects any deficiency in the system, in whole or in part, through completion of all acceptance testing, including but not limited to, software/system acceptance testing, and any extensions thereof.

For each denial of acceptance, the acceptance period may be extended, at the option of the State, by the corresponding time required to correct the deficiency, retest or review.

H-2.5.1 Written Deliverables Review

The State will review the written deliverables for an acceptance period of ten (10) business days after receiving notification certification from the vendor in JIRA that the deliverable is final, complete, and ready for review. The State will notify the vendor via JIRA of its acceptance or non-acceptance of a deliverable by the end of the ten (10) day review period. If any deficiencies exist, the State will notify the vendor of the deficiency and the vendor must correct the deficiency within ten (10) business days of receiving notice from the State at no charge to the State. Upon receipt of the corrected deliverable, the State will have five (5) business days to review the corrected deliverable and notify the vendor of its Acceptance or rejection thereof.

H-2.5.2 Software Deliverables Review

Described in Section I 1.7: Testing and Acceptance.

H-2.5.3 Non-Software Deliverables Review

The State will review non-software deliverables to determine whether any deficiency exists and notify the vendor in JIRA of its acceptance or non-acceptance of the non-software deliverable. The vendor must correct the deficiencies within ten (10) business days, or within the period identified in the work plan, as applicable. Following correction of the deficiency, the State will notify the vendor in writing of its acceptance or rejection of the deliverable.

H-2.6 Licenses

The vender will comply with the below software license grant rights, terms and conditions, and has documented the evaluation criteria.

H-2.6.1   Software License Grant

The software license shall grant the State a worldwide, perpetual, irrevocable, non-exclusive, non-transferable, limited license to use the software and its associated documentation, subject to the terms of the contract.

The State may allow its agents and vendors to access and use the software, and in such event, the State shall first obtain written agreement from such agents and vendors that each shall abide by the terms and conditions set forth herein.

H-2.6.2   Software and Documentation Copies

The vendor shall provide the State with a sufficient number of hard copy versions of the Software's associated documentation and one (1) electronic version in Microsoft Word and PDF format. The State shall have the right to copy the software and its associated documentation for its internal business needs. The State agrees to include copyright and proprietary notices provided to the State by the vendor on such copies.

H-2.6.3   Restrictions

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

H-2.6.4   Title

The vendor must hold the right to allow the State to use the software or hold all title, right, and interest (including all ownership and intellectual property rights) in the software and its associated documentation.

H-2.6.5 Third Party

The vendor shall identify all third party contracts to be provided under the contract with the vendor's Proposal. The terms in any

such contracts must be consistent with this RFP and any resulting contract, including, but not limited to Appendix H: State of New Hampshire Terms and Conditions General Provisions Form P-37.

H-2.7   Testing and Acceptance

See Appendix G-1 for testing requirements. The State requires that an integrated and coherent approach to complete system testing, security review and testing, deficiency correction, acceptance, and training, and that warranty services be provided to ensure a successful project.

In its Proposal, the vendor is to include its proposed Test Plan methodology and any scheduling assumptions used regarding the client resource efforts required during testing. After contract award, the vendor will be required to customize its proposed Test Plan methodology to reflect the needs of the project.

In addition, the vendor will provide a mechanism for reporting actual test results vs. expected results and for the resolution and tracking of all errors and problems identified during test execution. The vendor will also provide training as necessary to the State staff responsible for test activities.

H-2.7.1 Remedies

If the vendor fails to correct a Deficiency within the period of time allotted by the State, the vendor shall be deemed to have committed an Event of Default, pursuant Appendix H Section 8 and H-2.14, and the State Shall have the right, at its option, to pursue the remedies in Section Appendix I-1.7.1 as well as to return the vendor's product and receive a refund for all amounts paid to the vendor, including but not limited to, applicable license fees, within ninety (90) days of notification to the vendor of the State's refund request

Notwithstanding any provision of the contract, the State's option to terminate the contract and pursue the stated remedies will remain in effect until the vendor completes the contract to the satisfaction of the State.

H-2.8   Warranty   (Not applicable)

H-2.8.1 Warranty Period

The Warranty Period shall commence upon the Effective Date and shall remain in effect for the duration of the contract.

H-2.8.2 **Warranties**

(a) System

The vendor shall warrant that the System must operate to conform to the Specifications, terms, and requirements of the contract.

(b) Software

The vendor shall warrant that the Software is properly functioning within the System, compliant with the requirements of the contract, and will operate in accordance with the Specifications.

Software shall be archived and or version controlled through the use of Harvest Software.

(c) Non-Infringement

The vendor shall warrant that it has good title to, or the right to allow the State to use all Services, equipment, and Software provided under this contract, and that such Services, equipment, 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.

(d) Viruses; Destructive Programming

The vendor shall warrant that the Software will not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the specifications.

(e) Compatibility

The vendor shall warrant that all System components, including any replacement or upgraded System Software components provided by the vendor to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

(f) Professional Services

The vendor shall warrant that all Services provided under the contract will be provided in a professional manner in accordance with industry standards and that Services will comply with performance standards.

H-2.9   Administrative Specifications

H-2.9.1 **Travel Expenses**

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the services.   The vendor must assume all travel and related expenses by "fully loading" the proposed labor rates to include, but not limited to: meals, hotel/housing, aiRFPre, car rentals, car mileage, and out of pocket expenses.

H-2.9.2 **Shipping and Delivery Fee Exemption**

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

H-2.9.3   **Work Hours**

Vendor 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.

H-2.9.4   **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 will provide the vendor with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete the contracted services.

The State will use reasonable efforts to provide approvals, authorizations, and decisions necessary to allow the vendor to perform its obligations under the contract.

H-2.9.5 **State-Owned Documents and Data**

The vendor 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, the vendor shall turn over all State-owned Documents, State Data, 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.

H-2.9.6 **Intellectual Property**

The State shall hold all ownership, title, and rights in any custom software developed in connection with performance of obligations under the contract, or modifications to the software, and their associated documentation including any and all performance enhancing operational plans and vendors' special utilities. The State shall have sole right to produce, publish, or otherwise use such software, modifications, and documentation developed under the contract and to authorize others to do so.

H-2.9.7 **IT Required Work Procedures**

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

H-2.9.8 **Computer Use**

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, documentation, information, reports, or data of any kind (hereinafter "Information"), the vendor understands and agrees to the following rules:

- Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall vendor access or attempt to access any information without having the express authority to do so.
- That at no time shall the vendor access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements related to system entry/access.
- That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times vendor must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by the vendor. Personal software (including but not

limited to palmtop sync software) shall not be installed on any equipment.

• That if the vendor is found to be in violation of any of the above-stated rules, the User may face removal from the State contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

H-2.9.9   **Email Use**

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal email systems" or "State-funded email systems." Vendors understand and agree that use of email shall follow State standard policy (available upon request).

H-2.9.10   **Internet/Intranet Use**

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

H-2.9.11   **Regulatory/Governmental Approvals**

Any contract awarded under the RFP shall be contingent upon the vendor obtaining all necessary and applicable regulatory or other governmental approvals.

H-2.9.12   **Force Majeure**

Neither the vendor 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 the vendor's inability to hire or provide performance under the contract.

H-2.9.13   **Confidential Information**

In performing its obligations under the contract, the vendor may gain access to information of the State, including Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: Access to Public

Records and Meetings (see e.g. RSA Chapter 91-A: 5 Exemptions). The vendor shall not use the State confidential information developed or obtained during the performance of, or acquired, or developed by reason of the contract, except as is directly connected to and necessary for the vendor's performance under the contract.

The vendor agrees to maintain the confidentiality of and to protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all state confidential Information of the State that becomes available to the vendor in connection with its performance under the contract, regardless of its form.

Subject to applicable federal or State laws and regulations, confidential information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose confidential information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State's information shall require prior written approval of the State. The vendor shall immediately notify the State if any request, subpoena or other legal process is served upon the vendor regarding the State's confidential information, and the vendor shall cooperate with the State in any effort it undertakes to contest the request, the subpoena or other legal process, at no additional cost to the State.

In the event of unauthorized use or disclosure of the State's Confidential Information, the vendor shall immediately notify the State, and the State shall immediately be entitled to pursue any remedy at law and in equity, including, but not limited to injunctive relief.

Insofar as the vendor seeks to maintain the confidentiality of its confidential or proprietary information, the vendor must clearly identify in writing the information it claims to be confidential or

proprietary. The vendor acknowledges that the State is subject to the Right to Know Law, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable State or federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the vendor as confidential, the State shall notify the vendor and specify the date the State will be releasing the requested information. At the request of the State, the vendor shall cooperate and assist the State with the collection and review of the vendor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the vendor's sole responsibility and at the vendor's sole expense. If the vendor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the vendor without any State liability to the vendor.

This contract Agreement, Appendix H Section I-1.9.13: Confidential Information shall survive the termination or conclusion of a contract.

H-2.9.14   **HIPAA**

The State is required to protect the privacy and provide for the security of any protected health information disclosed to the vendor in accordance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH Act"), and any other applicable laws or regulations. To the extent HIPAA applies, the vendor shall, at no additional cost to the State, enter into contractual agreements with the State required to comply with HIPAA, including but not limited to a Business Associate Agreement that can be found at: https://www.dhhs.nh.gov/business/documents/exhibiti.pdf

H-2.9.15   **Clean Air and Federal Water Pollution Control Act**

In Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended requires that contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). (2 CFR 200, Subpart F, Appendix II). See the Department of Labor Executive Order 11246 – Equal Employment Opportunity for more information.

H-2.9.16   **Anti-Lobbying Act**

This Act prohibits the recipients of Federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative branches of the Federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 2 CFR 200, Subpart F, Appendix II, for persons entering into a grant or cooperative agreement over $100,000, as defined at 31 U.S.C. 1352, the applicant certifies that:

a) 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

b) 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 grantor o cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

H-2.9.17   **Americans with Disabilities Act**

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities

provided to the public and State and local governments, except public transportation services.

H-2.9.18   **Drug-Free Workplace Statement**

The Federal government implemented 41 U.S. Code § 8103, Drug-free workplace requirements for Federal grant recipients in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

1. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
2. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
3. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
4. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

Transactions subject to the suspension/debarment rules (covered transactions) include grants, sub grants, cooperative agreements, and prime contracts under such awards. Subcontracts are not included.

H-2.9.19   **Royalty Free Rights to Use Software or Documentation Developed**

2 CFR 200.315 Intangible property.

d) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency.

When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).

e) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

f) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."

g) The Federal Government has the right to:
1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

H-2.9.20   **Debarment and Suspension**

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. (2 CFR 200, Subpart F, Appendix II) States to include in RFP and Contract a statement of certification by the vendor, such as "By signing this contract, the vendor certifies it is not suspended or debarred as specified by these rules."

H-2.10   Pricing

H-2.10.1   **Activities/Deliverables/Milestone Dates and Pricing**

Pricing worksheets are provided in Appendix F: Pricing Worksheets.

H-2.10.2   **Invoicing**

The vendor shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's approval. The vendor shall only submit invoices for services or deliverables as permitted by the contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each deliverable and identification of the deliverable for which payment is sought, and the acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other project costs or retention amounts if applicable.

H-2.10.3   **Overpayments to the Vendor**

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

H-2.10.4   **Credits**

The State may apply credits due to the State, arising out of this contract, against the vendor's invoices with appropriate information attached.

H-2.10.5   **Records Retention and Access Requirements**

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

The vendor 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. The vendor 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 appeals 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 will 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. The vendor 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 the vendor's cost structure and profit factors shall be excluded from the State's review unless the cost or any other Services or Deliverables provided under the contract is calculated or derived from the cost structure or profit factors.

H-2.10.6   Accounting Requirements

The vendor 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 and the vendor shall maintain records pertaining to the Services and all other costs and expenditures.

H-2.11 Limitation of Liability

H-2.11.1   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 the vendor shall not exceed the total contract price set forth in contract Agreement, Appendix H Section 1.8 of the contract Agreement – General Provisions.

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.

H-2.11.2   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.

H-2.11.3   Survival

This contract agreement, Section I-1.12: Limitation of Liability shall survive termination or contract conclusion.

H-2.12 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 by this Agreement.

1. DHHS Standard Appendices and Exhibits

    1.1. Appendix A – DHHS Standard Exhibits

I. TERMS AND DEFINITIONS

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

Term	Definition
Access Control	Supports the management of permissions for logging onto a computer or network
ACF 199	Administration for Children and Families required report for TANF participation reporting
ActiveMQ	Apache ActiveMQ is an open source message broker written in Java together with a full Java Message Service (JMS) client.
ADA	Americans with Disabilities Act
AE	Application Entry Subsystem in New HEIGHTS
AFP	Advanced Function Presentation - data format used for transactional printing purposes
Agreement	A contract duly executed and legally binding.
ALM	Application lifecycle management (ALM) is the product lifecycle management (governance, development, and maintenance) of computer programs. It encompasses requirements management, software architecture, computer programming, software testing, software maintenance, change management, continuous integration, project management, and release management.
ANT	Apache's Another Neat Tool – this is a software tool for automating software build processes, which originated from the Apache Tomcat project in early 2000. It is similar to Make but is implemented using the Java language, requires the Java platform, and is best suited to building Java projects.
API	Application Programming Interfaced - a set of subroutine definitions, protocols, and tools for building application software
Appendix	Supplementary material that is collected and appended at the back of a document
AQM	Active Queue Management - is the intelligent drop of network packets inside a buffer associated with a network interfaces controller
ARIN	American Registry for Internet Numbers
ASG	A software solutions vendor
AVS	Asset Verification System
Best and Final Offer (BAFO)	For negotiated procurements, a vendor's final offer following the conclusion of discussions.

BFA	Bureau of Family Assistance
BI	Benefit Issuance Subsystem in New HEIGHTS
BIRT Reports	BIRT is an open source technology platform used to create data visualizations and reports that can be embedded into rich client and web applications
Breach or Breach of Security	Unlawful and unauthorized acquisition of unencrypted computerized data that materially compromises the security, confidentiality or integrity of personal information maintained by a person or commercial entity
BV	Benefit Recovery Subsystem in New HEIGHTS
C++	A general purpose programming language
CA	Computer Associates
CA SCM	A software tool for the configuration management (revision control, SCM, etc.) of source code and other software development assets
Certification	The vendor's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that the vendor has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
CFI	Choices for Independence - A Medicaid waiver program to provide Home and Community Based Care to eligible Medicaid participants
Change Control	Formal process for initiating changes to the proposed solution or proces0s once development has begun.
Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Caseload Management Subsystem in New HEIGHTS
CMS	Centers for Medicare & Medicaid Services
CN	Client Notices Subsystem in New HEIGHTS
COBOL	COBOL is a compiled English-like computer programming language
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the contract
Contract	This Agreement between the State of New Hampshire and a vendor, which creates binding obligations for each party to perform as specified in the contract Documents.
Contract Conclusion	Refers to the conclusion of the contract, 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
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 parties in all contract administrative activities.
Contractor	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.
COTS	Commercial Off the Shelf products
CR	Client Registration Subsystem in New HEIGHTS
CRUD	Create, Read, Update, Delete – the four basic functions of persistent storage
CS	Client Scheduling Subsystem in New HEIGHTS
CSV	Comma separated values
Cure Period	The thirty (30) day period following written notification of a default within which a contracted vendor must cure the default identified.
Custom Code	Code developed by the vendor specifically for this project for the State of New Hampshire
Custom Software	Software developed by the vendor specifically for this project for the State of New Hampshire
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by the vendor during the contract Term
DB2	A relational database system
DBA	Database Administrator
DCSS	Division of Child Support Services
DCYF	Division for Children, Youth, and Families
DDI	Design, Develop, and Implement
DEHS	Division of Economic and Housing Stability
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by the vendor to the State or under the terms of a contract requirement.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
DFA	Division of Family Assistance
DHHS	Department of Health and Human Services
DI	Document Imaging Subsystem in New HEIGHTS
Digital Signature	Guarantees the unaltered state of a file
Divert or Diversion	The transfer of staff by the vendor or Subcontractor to another assignment within the control of either the vendor

	or Subcontractor. It does not include resignations, death, disability, or dismissal for cause of an employee, which is beyond the control of the vendor or Subcontractor.
DM	New HEIGHTS Data Mart
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.
DX	Data Exchange subsystem in New HEIGHTS
EBT	Electronic Benefit Transfer
EDBC	Eligibility Determination and Benefit Calculation subsystem in New HEIGHTS
EDGE	The system that provides benefits to clients via an interface from New HEIGHTS
eDRS	Electronic Disqualified Recipient System
EDW	Enterprise Data Warehouse
EFT	Electronic Funds Transfer
EJB	Enterprise JavaBeans (EJB) is a managed, server software for modular construction of enterprise software, and one of several Java APIs
EMA	Extended Medical Assistance
Encryption	Supports the encoding of data for security purposes
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
ERD	Entity Relationship Diagrams
ERWIN	The tool that holds the Logical Data Model for New HEIGHTS
ESB	Enterprise Service Bus
ETS	Employment and Training Services
Event of Default	Any one or more of the following acts or omissions of a vendor shall constitute an Event of Default hereunder ("Event of Default") Failure to perform the Services satisfactorily or on schedule; Failure to submit any report required; and/or Failure to perform any other covenant, term or condition of the contract
FAR	Federal Acquisition Regulations
FC	Foster Care
FDSH	Federal Data Services Hub
FFE	Federally Facilitated Exchange
FFM	Federally Facilitated Marketplace
FFP	Federal Financial Participation
FNS	Food and Nutrition Services
FS E&T	Food Stamp Employment and Training

G&C	The New Hampshire Governor and Executive Council
GIT	A web-based hosting service for version control
GitHub	a web-based hosting service for version control using git.It is mostly used for computer code.It offers all of the distributed version control and source code management (SCM) functionality of Git as well as adding its own features
Harvest	Software to archive and/or control versions of software
HHS	Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
HITECH ACT	Health Information Technology for Economic and Clinical Health Act of 2009
HM	History Maintenance subsystem in New HEIGHTS
HP	Hewlett Packard
HTML	HyperText Markup Language and is used to create electronic documents (called pages) that are displayed on the Web
HTTP	Hyper Text Transfer Protocol is the protocol over which data is sent between the browser and the website
IBM ODM	IBM's Rules Engine
ICC/ANSI A117.1	This is a document that sets standards for accessibility in buildings
IDM	Identity Management system
Implementation	The process for making the System Operational for processing the Data.
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 systems, telecommunications, and various audio and video technologies.
Input Validation	Ensure the application is protected from buffer overflow, cross-site scripting, SQL injection, and canonicalization
Intrusion Detection	Supports the detection of illegal entrance into a computer system
IQ	Inquiry subsystem in New HEIGHTS
IRAD	IBM Rational Application Developer
IRS	Internal Revenue Service
ITCAM	Tivoli Composite Application Manager to help detect and isolate transaction response times
ITM	IBM Tivoli Monitoring – a suite of tools used for performance monitoring
IV-D	Child Support Interface subsystem in New HEIGHTS
IVR	Interactive Voice Response
J2EE	Java Platform, Enterprise Edition
JCL	Job Control Language
JDBC	Java database connectivity technology

JIRA	JIRA is the tool used to track problem reports, project bundles, vendor time, deliverables, migration activities, security requests, CMS POA&Ms, Help Desk tickets, and development activities such as tracking development, code reviews and unit testing. Additionally, it has extensive reporting capabilities to generate weekly bundle reports, weekly status reports, vendor time cards and CMS POA&M reports.
JMS	Java Message Service
JNDI	Java Naming and Directory interface – provides the ability to look up data via a name
JSF	JavaServer Faces is a Java specification for building component-based user interface for web applications
KCNS	Kofax Capture Network Services
Key Project Staff	Personnel identified by the State and by the contracted vendor as essential to work on the Project.
LAN	Local Area Network
LDAP	Lightweight Directory Access Protocol
LLC	Legally Liable County
LTSS	Long Term Services and Supports
MARS-E 2.0 regulations	Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0 Framework
M&O	Maintenance and Operations
MC	Mass Change subsystem in New HEIGHTS
MCO	Managed Care Organization
MDM	Master data management comprises the processes, governance, policies, standards and tools that consistently define and manage the critical identification data for clients of DHHS
MEA	Medical Evaluation Assessment
MEC	Minimum Essential Coverage
MEC	Minimum essential coverage
MITA	Medicaid Information Technology Assessment – a set of standards the Centers for Medicare and Medicaid require systems to meet in order to qualify for enhanced funding matches.
MMC	Microsoft Management Console
MMIS	Medicaid Management Information System interfaces in New HEIGHTS
MVS	Multiple Virtual Storage is IBM's operating system for mainframes
NDNH – National Directory of New Hires	National Directory of New Hires
NECSES	New England Child Support Enforcement Services

New HEIGHTS	New Hampshire Empowering Individual to Get Help Transitioning to Self-Sufficiency
NH EASY	NH Electronic Application System
NHEP	New Hampshire Employment Program
NHES	NH Employment Security
NIST	National Institute of Standards and Technology
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written 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 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided
Notice to Proceed (NTP)	The State contract Manager's written direction to the vendor to begin work on the contract on a given date and time
OH	On-line Help subsystem in New HEIGHTS
OMS	Office of Medical Services
On-Base	OnBase by Hyland is the enterprise content management system
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
OVM	Oracle Virtual Machine
PARIS	Public Assistance Reporting Information System
PDF	Portable Data Format
PHI/PII	Protected Health Information/Personally Identifiable Information
PL/SQL	Procedural Language/Structured Query Language
PMN	Process Model Narrative
POA&M	Plan of Action & Milestone
PR	Periodic Reporting subsystem in New HEIGHTS
Project	The planned undertaking regarding the entire subject matter of an RFP and contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by the vendor to ensure a successful project.

Project Staff	State personnel assigned to work with the vendor on the project
Project Team	The group of State employees and contracted vendor's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Proposal	The submission from a vendor in response to the Request for a proposal or statement of work.
QC	Quality Control subsystem in New HEIGHTS
RDBMS	Relational database management system
REST	Representational State Transfer - is an architectural style consisting of a coordinated set of architectural constraints applied to components, connectors, and data elements, within a distributed hypermedia system
Review	The process of reviewing Deliverables for Acceptance
Review Period	The period set for review of a Deliverable. If none is specified then the review period is five (5) business days.
REXX	Restructured Extended Executor is an interpreted programming language
RFP (Request for Proposal)	A Request For Proposal solicits Proposals to satisfy State functional requirements by supplying data processing product and/or Service resources according to specific terms and conditions
RIDP	Remote Identity Proofing
RMI (CORBA/IIOP)	Denotes the Java Remote Method Invocation (RMI) interface over the Internet Inter-Orb Protocol (IIOP), which delivers Common Object Request Broker Architecture (CORBA) distributed computing capabilities to the Java platform
RP	Reporting Subsystem in New HEIGHTS
RPC	Remote Procedure Call
RSA	NH revised statutes online
RT	Reference Table Subsystem In New HEIGHTS
SNAP	Supplemental Nutritional Assistance Program (formerly Food Stamps)
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the contract
SDLC	System Development Life Cycle
Service Level Agreement (SLA)	A signed agreement between the vendor and the State specifying the level of Service that is expected of, and provided by, the vendor during the term of the contract.

Services	The work or labor to be performed by the vendor on the Project as described in the contract.
SFU	Standard Filing Unit Subsystem in New HEIGHTS
SM	Security Maintenance Subsystem in New HEIGHTS
SMTP	Simple Mail Transfer Protocol (SMTP) is an Internet standard for electronic mail (email) transmission
SNAP	Supplemental Nutrition Assistance Program, previously known as Food Stamps.
SOAP	Simple Object Access Protocol
Software	All Custom Software and COTS Software provided by the vendor under the contract
Software Deliverables	Software and Enhancements
Software License	Licenses provided to the State under this contract
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications. The off-the-shelf Software and configured Software customized for the State provided by the vendor in response to this RFP.
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.
SPUFI	SQL Processing Using File Input is a database facility for interfacing with the DB2 system
SQL	Structured Query Language - is a special-purpose programming language designed for managing data held in a relational database
SSA	Social Security Administration
SSN	Social Security Number
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1st through June 30th of the following calendar year
Subcontractor	A person, partnership, or company not in the employment of, or owned by, the vendor, which is performing Services under this contract under a separate contract with or on behalf of the vendor
TANF	Temporary Assistance for Needy Families
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test

	data, test scripts and reports for the test results as well as a tracking mechanism.
TPL	Third Party Liability
UCCX	Cisco Unified Contact Center Express
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
UNIX	A family of multitasking, multiuser computer operating systems
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization
Vendor	The individual, firm, or company submitting a Proposal to this solicitation, and may be awarded the contract.
VLP	Verify Lawful Presence
VM	Virtual machines
VOIP	Voice over IP
VPN	Virtual Private Network
Warranty Period	A period of coverage during which the contracted vendor is responsible for providing a guarantee for products and services delivered as defined in the contract.
Warranty Services	The Services to be provided by the vendor during the Warranty Period.
WBS	Work Breakdown Structure
WIC	Women, Infants, and Children
Work Hours	Vendor 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. However, the State requires an unpaid lunch break of at least thirty (30) minutes be taken after five (5) consecutive hours of work.
Work Plan	The overall plan of activities for the Project created in accordance with the contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.

WP	Work Programs subsystem in New HEIGHTS
XA messaging	The XA standard is a specification by the Open Group for distributed transaction processing (DTP). It describes the interface between the global transaction manager and the local resource manager.
XHTML	Extensible Hypertext Markup Language (XHTML) is part of the family of XML markup languages
XML	Extensible Markup Language (XML) is a markup language that defines a set of rules for encoding documents in a format that is both human-readable and machine-readable
ZENA	Zena is a software tool used to submit and control the running of production events. It automates our work by scheduling dynamically

Do Not Return

Subject:_____

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

AGREEMENT

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

GENERAL PROVISIONS

1.   IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name 		1.4 Contractor Address 	
1.5 Contractor Phone Number ( ) -	1.6 Account Number	1.7 Completion Date Select a Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On:			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

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Contractor Initials _____

Date _____

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION.
Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials _____
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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1 – Revisions to Form P-37, General Provisions

1.1 Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3 Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed and how corrective action shall be managed if the subcontractor's performance is inadequate. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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CU/DHHS/01/28/20

Exhibit A - Revisions to Standard Contract Provisions

Page 1 of 1

Contractor Initials _____

Date _____

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New Hampshire Department of Health and Human Services

EXHIBIT B

Scope of Services

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

New Hampshire Department of Health and Human Services

EXHIBIT C

Payment Terms

To be drafted in accordance with the selected Vendor's proposal, as negotiated with the Department through the procurement process.

VENDOR NAME   Exhibit C   Contractor Initials _____

Page 1 of 1   Date _____

Rev. 01/08/19

New Hampshire Department of Health and Human Services
Exhibit D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor 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 21681-21691), 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
    1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    1.2. Establishing an ongoing drug-free awareness program to inform employees about
        1.2.1. The dangers of drug abuse in the workplace;
        1.2.2. The grantee's policy of maintaining a drug-free workplace;
        1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
        1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
    1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
        1.4.1. Abide by the terms of the statement; and
        1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

Exhibit D – Certification regarding Drug Free
Workplace Requirements
CU/DHHS/110713   Page 1 of 2

Vendor Initials _____

Date _____

Appendix A - Page 8 of 32

New Hampshire Department of Health and Human Services
Exhibit D

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

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

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

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The 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.

Vendor Name:

_____   _____
Date   Name:
                                                            Title:

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Exhibit D – Certification regarding Drug Free   Vendor Initials _____
Workplace Requirements
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New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

_____   _____
Date   Name:
                                               Title:

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New Hampshire Department of Health and Human Services
Exhibit F

CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

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

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	Exhibit F – Certification Regarding Debarment, Suspension	Vendor Initials _____
	And Other Responsibility Matters	
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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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. 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;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. 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).

LOWER TIER COVERED TRANSACTIONS

13. 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:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. 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.

Vendor Name:

_____   _____
Date   Name:
                            Title:

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Exhibit F – Certification Regarding Debarment, Suspension   Vendor Initials _____
And Other Responsibility Matters
CU/DHHS/110713   Page 2 of 2   Date _____

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New Hampshire Department of Health and Human Services
Exhibit G

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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New Hampshire Department of Health and Human Services
Exhibit G

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

The Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

_____
Date

_____
Name:
Title:

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Exhibit G

Vendor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

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New Hampshire Department of Health and Human Services
Exhibit H

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 Vendor 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 Vendor 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.

Vendor Name:

_____
Date

_____
Name:
Title:

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
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Vendor Initials _____

Date _____

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New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1)   Definitions.

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

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

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

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

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

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

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

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

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

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

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

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                              Health Insurance Portability Act
                              Business Associate Agreement
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l.   "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

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

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

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

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

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

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

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

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

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

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

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

(3)   Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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                              Business Associate Agreement
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New Hampshire Department of Health and Human Services

Exhibit I

_____

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

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

(4)   Obligations of Covered Entity

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

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

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

(5)   Termination for Cause

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

(6)   Miscellaneous

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

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

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

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

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

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

Department of Health and Human Services
_____   _____
The State   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

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                                      Business Associate Agreement
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New Hampshire Department of Health and Human Services
Exhibit J

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

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
 In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

_____   _____
Date   Name:
                                                      Title:

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Exhibit J – Certification Regarding the Federal Funding
Accountability And Transparency Act (FFATA) Compliance
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FORM A

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

1. The DUNS number for your entity is: _____

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

   _____ NO   _____ YES

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

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

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

   _____ NO   _____ YES

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

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

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

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

   Name: _____   Amount: _____

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A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Business Use and Disclosure of Confidential Information.

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

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

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II.   METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

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

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

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

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

B. Disposition

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

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

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

IV. **PROCEDURES FOR SECURITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V. LOSS REPORTING

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

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

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

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

VI.   PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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Appendix B Contract Monitoring Provisions

All vendors must complete and return pages 4 & 5, Management Questionnaire, and the required financial information as specified in Section 2.4, unless exempt.

1. **Definitions**

   1.1. Department – NH Department of Health and Human Services (DHHS).

   1.2. Vendors – non-state agency external entities with which the Department intends to enter into a legal agreement. Component units of the State shall be considered vendors (e.g., University of New Hampshire, Community College System of New Hampshire.

   1.3. Subrecipients – *vendors issued funds to provide goods or services on behalf of the Department to the public.* In accordance with 2 CFR 200.331, characteristics which support the classification of a subrecipient include when the non-Federal entity:

      1.3.1. Determines who is eligible to receive what Federal assistance;

      1.3.2. Has its performance measured in relation to whether objectives of a Federal program were met;

      1.3.3. Has responsibility for programmatic decision making;

      1.3.4. Is responsible for adherence to applicable Federal program requirements specified in the Federal award; and

      1.3.5. In accordance with its agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Department.

   1.4. Contractors – *vendors issued funds to provide goods or services to the Department.* In accordance with 2 CFR 200.331, characteristics indicative of a contractor are when the vendor:

      1.4.1. Provides the goods and services within normal business operations;

      1.4.2. Provides similar goods or services to many different purchasers;

      1.4.3. Normally operates in a competitive environment;

      1.4.4. Provides goods or services that are ancillary to the operation of the Federal program; and

      1.4.5. Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

2. **Vendor Identification and Risk Assessment**

   2.1. The Department shall identify **_ALL_** vendors receiving federal, general, or other funds as either a Subrecipient or a Contractor, as defined in Section 1, above and in 2 CFR 200.331.

   2.2. The Department shall complete a risk assessment of Subrecipients to evaluate their risk of non-compliance with Federal and State statutes and regulations, as well as the terms and conditions of the contract.

   2.3. The Department shall assess vendor programmatic risk utilizing the Management Questionnaire which addresses multiple factors that include, but are not limited to:

      2.3.1. Grant management experience.

      2.3.2. Documented history of non-performance or non-compliance.

      2.3.3. Audit findings.

      2.3.4. Recent personnel or system changes.

2.3.5. Adequacy of internal controls.

2.4. The Department shall also assess vendor risk of financial solvency using the following Statement of Vendor's Financial Condition:

2.4.1. The vendor's ability to demonstrate adequate financial resources for performance of the contract or the ability to obtain such resources as required during performance under this contract will be considered by the Department as part of the risk assessment to determine if enhanced contract monitoring is required if a contract is awarded.

2.4.2. Each vendor must submit audited financial statements for the four (4) most recently completed fiscal years. If your organization has not been established long enough to have four (4) audited financial statements, please send the total number of statements generated since the inception of your organization. Statements must include a report by an independent auditor that expresses an unqualified or qualified opinion as to whether the accompanying financial statements are presented fairly in accordance with generally accepted accounting principles.

2.4.3. Complete financial statements must include the following:

2.4.3.1. Opinion of Certified Public Accountant;

2.4.3.2. Balance Sheet;

2.4.3.3. Income Statement;

2.4.3.4. Statement of Cash Flow;

2.4.3.5. Statement of Stockholder's Equity of Fund Balance;

2.4.3.6. Complete Financial Notes; and

2.4.3.7. Consolidating and Supplemental Financial Schedules.

2.4.4. A vendor, which is part of a consolidated financial statement, may file the audited consolidated financial statements if it includes the consolidating schedules as supplemental information. A vendor, which is part of a consolidated financial statement, but whose certified consolidated financial statements do not contain the consolidating schedules as supplemental information, shall, in addition to the audited consolidated financial statements, file unaudited financial statements for the vendor alone accompanied by a certificate of authenticity signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification which attests that the financial statements are correct in all material respects.

2.4.5. If a vendor is not otherwise required by either state or federal statute to obtain a certification of audit of its financial statements, and thereby elects not to obtain such certification of audit, the vendor shall submit the following as part of its proposal:

2.4.5.1. Uncertified financial statements; and

2.4.5.2. A certificate of authenticity which attests that the financial statements are correct in all material respects and is signed by an officer of the corporation, partner, or owner under penalty of unsworn falsification.

2.4.6. Exemptions: The Department will not request audited financial statements from or perform Financial Risk Analyses for the following organizations:

        2.4.6.1.   The University and Community College Systems of NH. These organizations are component units of the State which is ultimately financially liable for them.

        2.4.6.2.   Political Subdivisions, which includes counties and municipalities.

3. Contract Monitoring

3.1. The Department shall determine if enhanced monitoring is necessary to address any risks identified through the risk assessment referenced in Section 2, above.

3.2. The Department shall incorporate contract monitoring procedures and activities into final contracts to address identified risks, which may include but are not limited to:

    3.2.1.   Requesting vendors to provide fiscal reports and documentation behind reports to the Department for review.

    3.2.2.   Reviewing vendor reporting processes and systems for data integrity.

    3.2.3.   Performing file reviews to ensure vendor compliance with state and federal laws and rules in the administration of the contract.

    3.2.4.   Conducting site visits to assess vendor compliance with applicable contract objectives and requirements.

    3.2.5.   Reviewing vendor expenditure details to ensure all expenditures are allowable and in compliance with Federal and State laws and other applicable policies or rules.

    3.2.6.   Providing targeted training or technical assistance to vendors.

    3.2.7.   Reviewing monthly financial data to assess vendor financial solvency.

3.3. The Department shall conduct contract monitoring activities as specified in resulting contracts.

4. Vendor Disqualification

4.1. The Department reserves the right to disqualify vendors who refuse to complete and return the Management Questionnaire on Page 4 and 5 of Appendix B, Contract Monitoring or the financial information as specified in Section 2.4.

4.2. In the event that the Department disqualifies a vendor from selection, the vendor shall have no right to appeal the Department's decision. Any review shall be in accordance with NH. RSA 21-G:37, IV.

Appendix B Contract Monitoring Provisions

Management Questionnaire for _____ *(Vendor Name)*

All vendors must complete and return this Management Questionnaire along with the required financial information in Section 2.4, unless exempt.

	Question	**YES**	**NO**	**N/A**
1.	Was your organization established more than two years ago?	☐Yes	☐No	☐N/A
2.	During the past 18 months, have you experienced staff turnover in positions that will be involved in the administration of the contract?	☐Yes	☐No	☐N/A
3.	Have you managed the same or a similar contract or program during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
4.	Have you received federal funds from the Department through a contract during one of the last five (5) calendar years?	☐Yes	☐No	☐N/A
5.	Were you ever provided formal written notification from the Department that you were in non-compliance or failed to perform in accordance with contract provisions or requirements?	☐Yes	☐No	☐N/A
6.	If you had a Single Audit performed in accordance with the Federal Uniform Guidance (2 CFR 200 subpart F (200.500)) by an external entity or an audit performed by a state or federal agency during the most recently completed fiscal year, did the audit include any findings?	☐Yes	☐No	☐N/A
7.	Have you ever been required to return payments to the Department as a result of an audit, unallowable expenditure or any other reason?	☐Yes	☐No	☐N/A
8.	Has your organization implemented a new accounting, financial, or programmatic IT system within the last two years?	☐Yes	☐No	☐N/A
9.	Are you aware of any ongoing or pending lawsuits filed against your organization or any investigations or inspections of your organization by any state or federal regulatory agency within the last two years?	☐Yes	☐No	☐N/A
10.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have competitive bid procedures for purchases and personal services contracts compliant with state and federal regulations, laws, and rules?	☐Yes	☐No	☐N/A
11.	With Department approval, if you intend to subcontract a portion of the work under the resulting contract to another entity, do you have written policies and procedures for subrecipient/contractor determinations, risk assessments, and subrecipient monitoring as required under Federal Uniform Guidance (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

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		Question	YES	NO	N/A
12.		Does your accounting system identify the receipt and expenditure of program funds separately by each contract or grant, and by line item categories?	☐Yes	☐No	☐N/A
13.		Does your organization maintain a formal system of segregation of duties for procurement, time keeping, and bank statement reconciliation activities?	☐Yes	☐No	☐N/A
14.		Do you have procedures to ensure expenditures are reviewed by an independent person* to determine that all expenditures are allowable under the terms of the contract as well as federal and state regulations, laws and rules?*	☐Yes	☐No	☐N/A
15.		Are time distribution records maintained for each employee performing contracted services that account for time spent working on the contract versus time spent on all other activities?	☐Yes	☐No	☐N/A
16.		Does your financial system compare amounts spent to date with budgeted amounts for each award?	☐Yes	☐No	☐N/A
17.		Does your accounting or financial system include budgetary controls to prevent incurring obligations in excess of total funds available for a grant or a cost category (e.g., personnel costs, equipment, travel)?	☐Yes	☐No	☐N/A
18.		Do you maintain written policy and procedures for all aspects of financial transactions and accounting related to time keeping, a record retention, procurement, and asset management that are compliant with Federal Uniform Guidance requirements (2 CFR subpart D (200.300)?	☐Yes	☐No	☐N/A

*An independent person can be any individual within an organization or an outside third party, who verifies that an expenditure made by another person, is appropriate and in accordance with the terms of the contract. For example, one person would be responsible for making a purchase or authorizing payment and a second independent person verifies that funds were spent appropriately. If you do not have an independent person, please mark "No" for Question 14.

Marking No or N/A for any question on the Management Questionnaire does not preclude a Vendor from being selected.

I hereby declare that the answers provided in this Management Questionnaire are accurate and true to the best of my knowledge.

Signature	Printed Name and Job Title	Date

Addendum to CLAS Section of RFP for
Purpose of Documenting Title VI Compliance

All DHHS applicants are required to complete the following two (2) steps as part of their application:
    (1) Perform an individualized organizational assessment, using the four-factor analysis, to determine the extent of language assistance to provide for programs, services and/or activities; and;
    (2) Taking into account the outcome of the four-factor analysis, respond to the questions below.

<u>Background</u>:

Title VI of the Civil Rights Act of 1964 and its implementing regulations provide that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program that receives Federal financial assistance. The courts have held that national origin discrimination includes discrimination on the basis of limited English proficiency. Any organization or individual that receives Federal financial assistance, through either a grant, contract, or subcontract is a covered entity under Title VI. Examples of covered entities include the NH Department of Health and Human Services and its contractors.

Covered entities are required to take <u>reasonable steps</u> to ensure ***meaningful access*** by persons with limited English proficiency (LEP) to their programs and activities. LEP persons are those with a limited ability to speak, read, write or understand English.

The **key** to ensuring meaningful access by LEP persons is effective communication. An agency or provider can ensure effective communication by developing and implementing a language assistance program that includes policies and procedures for identifying and assessing the language needs of its LEP clients/applicants, and that provides for an array of language assistance options, notice to LEP persons of the right to receive language assistance free of charge, training of staff, periodic monitoring of the program, and translation of certain written materials.

The Office for Civil Rights (OCR) is the federal agency responsible for enforcing Title VI. OCR recognizes that covered entities vary in size, the number of LEP clients needing assistance, and the nature of the services provided. Accordingly, covered entities have some flexibility in how they address the needs of their LEP clients. (In other words, it is understood that one size language assistance program does not fit all covered entities.)

The **starting point** for covered entities to determine the extent of their obligation to provide LEP services is to apply a four-factor analysis to their organization. It is important to understand that the flexibility afforded in addressing the needs of LEP clients ***does not diminish*** the obligation covered entities have to address those needs.

APPENDIX C

Examples of practices that may violate Title VI include:
- Limiting participation in a program or activity due to a person's limited English proficiency;
- Providing services to LEP persons that are more limited in scope or are lower in quality than those provided to other persons (such as then there is no qualified interpretation provided);
- Failing to inform LEP persons of the right to receive free interpreter services and/or requiring LEP persons to provide their own interpreter;
- Subjecting LEP persons to unreasonable delays in the delivery of services.

Applicant STEP #1 – Individualized Assessment Using Four-Factor Analysis

The four-factor analysis helps an organization determine the right mix of services to provide to their LEP clients. The right mix of services is based upon an individualized assessment, involving the balancing of the following four factors.

(1) The **number** or proportion of LEP persons served or likely to be encountered in the population that is eligible for the program;
(2) The **frequency** with which LEP individuals come in contact with the program, activity or service;
(3) The **importance** or impact of the contact upon the lives of the person(s) served by the program, activity or service;
(4) The **resources** available to the organization to provide effective language assistance.

This addendum was created to facilitate an applicant's application of the four-factor analysis to the services they provide. At this stage, applicants are not required to submit their four-factor analysis as part of their application. **However, successful applicants will be required to submit a detailed description of the language assistance services they will provide to LEP persons to ensure meaningful access to their programs and/or services, within 10 days of the date the contract is approved by Governor and Council.** For further guidance, please see the Bidder's Reference for Completing the Culturally and Linguistically Appropriate Services (CLAS) Section of the RFP, which is available in the Vendor/RFP Section of the DHHS website.

APPENDIX C

Important Items to Consider When Evaluating the Four Factors.

Factor #1 The number or proportion of LEP persons served or encountered in the population that is eligible for the program.
Considerations: • The eligible population is specific to the program, activity or service. It includes LEP persons serviced by the program, as well as those directly affected by the program, activity or service. • Organizations are required <u>not only</u> to examine data on LEP persons served by their program, but also those in the community who are *eligible* for the program (but who are not currently served or participating in the program due to existing language barriers). • Relevant data sources may include information collected by program staff, as well as external data, such as the latest Census Reports. • Recipients are required to apply this analysis to each language in the service area. When considering the number or proportion of LEP individuals in a service area, recipients should consider whether the minor children their programs serve have LEP parent(s) or guardian(s) with whom the recipient may need to interact. It is also important to consider language minority populations that are eligible for the programs or services, but are not currently served or participating in the program, due to existing language barriers. • An effective means of determining the number of LEP persons served is to record the preferred languages of people who have day-to-day contact with the program. • It is important to remember that the *focus* of the analysis is on the <u>lack</u> of English proficiency, not the ability to speak more than one language.
Factor #2: The frequency with which LEP individuals come in contact with the program, activity or service.
• The more frequently a recipient entity has contact with individuals in a particular language group, the more likely that language assistance in that language is needed. For example, the steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different from those that are expected from a recipient that serves LEP persons daily. • Even recipients that serve people from a particular language group infrequently or on an unpredictable basis should use this four-factor analysis to determine what to do if an LEP person seeks services from their program. • The resulting plan may be as simple as being prepared to use a telephone interpreter service. • The key is to have a plan in place.

Factor #3 The importance or impact of the contact upon the lives of the person(s) served by the program, activity or service.
• The more important a recipient's activity, program or service, or the greater the possible consequence of the contact to the LEP persons, the more likely language services are needed.
• When considering this factor, the recipient should determine both the importance, as well as the urgency of the service. For example, if the communication is both important and urgent (such as the need to communicate information about an emergency medical procedure), it is more likely that immediate language services are required. If the information to be communicated is important but not urgent (such as the need to communicate information about elective surgery, where delay will not have any adverse impact on the patient's health), it is likely that language services are required, but that such services can be delayed for a reasonable length of time.
Factor #4 The resources available to the organization to provide effective language assistance.
• A recipient's level of resources and the costs of providing language assistance services is another factor to consider in the analysis.
• Remember, however, that cost is merely one factor in the analysis. Level of resources and costs do not diminish the requirement to address the need, however they may be considered in determining how the need is addressed;
• Resources and cost issues can often be reduced, for example, by sharing language assistance materials and services among recipients. Therefore, recipients should carefully explore the most cost-effective means of delivering quality language services prior to limiting services due to resource limitations.

APPENDIX C

Applicant STEP #2 - Required Questions Relating to Language Assistance Measures

Taking into account the four-factor analysis, please answer the following questions in the six areas of the table below. (**Do not** attempt to answer the questions until you have completed the four-factor analysis.) The Department understands that your responses will depend on the outcome of the four-factor analysis. The requirement to provide language assistance does not vary, but the measures taken to provide the assistance will necessarily differ from organization to organization.

1. IDENTIFICATION OF LEP PERSONS SERVED OR LIKELY TO BE ENCOUNTERED IN YOUR PROGRAM		
a. Do you make an effort to identify LEP persons served in your program? (One way to identify LEP persons served in your program is to collect data on ethnicity, race, and/or preferred language.)	Yes	No
b. Do you make an effort to identify LEP persons likely to be encountered in the population eligible for your program or service? (One way to identify LEP persons likely to be encountered is by examining external data sources, such as Cenus data)	Yes	No
c. Does you make an effort to use data to identify new and emerging population or community needs?	Yes	No
2. NOTICE OF AVAILABILITY OF LANGUAGE ASSISTANCE		
Do you inform all applicants / clients of their right to receive language / communication assistance services at no cost? **(Or, do you have procedures in place to notify LEP applicants / clients of their right to receive assistance, if needed?)** Example: One way to notify clients about the availability of language assistance is through the use of an "I Speak" card.	Yes	No
3. STAFF TRAINING		
Do you provide training to personnel at all levels of your organization on federal civil rights laws compliance and the procedures for providing language assistance to LEP persons, if needed?	Yes	No

4. PROVISION OF LANGUAGE ASSISTANCE		
Do you provide language assistance to LEP persons, free of charge, in a timely manner? **(Or, do you have procedures in place to provide language**	Yes	No

assistance to LEP persons, if needed) In general, covered entities are required to provide two types of language assistance: (1) oral interpretation and (2) translation of written materials. Oral interpretation may be carried out by contracted in-person or remote interpreters, and/or bi-lingual staff. (Examples of written materials you may need to translate include vital documents such as consent forms and statements of rights.)			
5. ENSURING COMPETENCY OF INTERPRETERS USED IN PROGRAM AND THE ACCURACY OF TRANSLATED MATERIALS			
a. Do you make effort to assess the language fluency of all interpreters used in your program to determine their level of competence in their specific field of service? (Note: A way to fulfill this requirement is to use certified interpreters only.)	Yes	No	
b. As a general rule, does your organization avoid the use of family members, friends, and other untested individual to provide interpretation services?	Yes	No	
c. Does your organization have a policy and procedure in place to handle client requests to use a family member, friend, or other untested individual to provide interpretation services?	Yes	No	
d. Do you make an effort to verify the accuracy of any translated materials used in your program (or use only professionally certified translators)? (Note: Depending on the outcome of the four-factor analysis, N/A (Not applicable) may be an acceptable response to this question.	Yes	No	N/A
6. MONITORING OF SERVICES PROVIDED			
Does you make an effort to periodically evaluate the effectiveness of any language assistance services provided, and make modifications, as needed?		Yes	No
If there is a designated staff member who carries out the evaluation function? If so, please provide the person's title: _____		Yes	No

By signing and submitting this attachment to RFP#_____, the Contractor affirms that it:

1.) Has completed the four-factor analysis as part of the process for creating its proposal, in response to the above referenced RFP.

APPENDIX C

2.) Understands that Title VI of the Civil Rights Act of 1964 requires the Contractor to take reasonable steps to ensure meaningful access to **all** LEP persons to all programs, services, and/or activities offered by my organization.

3.) Understands that, if selected, the Contractor will be required to submit a detailed description of the language assistance services it will provide to LEP persons to ensure meaningful access to programs and/or services, within 10 days of the date the contract is approved by Governor and Council.

_____

Contractor/Vendor Signature   Contractor's Representative Name/Title

_____

Contractor Name   Date

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 21681-21691), 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

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
    1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
    1.2. Establishing an ongoing drug-free awareness program to inform employees about
        1.2.1. The dangers of drug abuse in the workplace;
        1.2.2. The grantee's policy of maintaining a drug-free workplace;
        1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
        1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
    1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by subparagraph 1.1.
    1.4. Notifying the employee in the statement required by subparagraph 1.1 that, as a condition of employment under the grant, the employee will
        1.4.1. Abide by the terms of the statement; and
        1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
    1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

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

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

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The 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.

Contractor Name:

_____   _____
Date   Name:
                                                              Title:

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

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

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

Vendor Name:

_____   _____
Date   Name:
                                                 Title:

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.

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

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. 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;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. 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).

LOWER TIER COVERED TRANSACTIONS

13. 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:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. 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 Name:

_____   _____
Date   Name:
                                  Title:

CU/DHHS/110713

Exhibit F – Certification Regarding Debarment, Suspension
And Other Responsibility Matters
Page 2 of 2

Contractor Initials _____

Date _____

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections
6/27/14
Rev. 10/21/14   Page 1 of 2   Date _____

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

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

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

_____   _____
Date   Name:
                                           Title:

Exhibit G

Contractor Initials _____

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

6/27/14
Rev. 10/21/14   Page 2 of 2   Date _____

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 Name:

_____   _____
Date   Name:
                                                       Title:

Exhibit H – Certification Regarding
Environmental Tobacco Smoke
Page 1 of 1

CU/DHHS/110713

Contractor Initials _____

Date _____

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Business Associate Use and Disclosure of Protected Health Information.

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

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

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

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

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(4)   Obligations of Covered Entity

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

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

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

(5)   Termination for Cause

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

(6)   Miscellaneous

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

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

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

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

e.   <u>Segregation</u>. 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.   <u>Survival</u>. 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) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

_____	_____
The State	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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
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CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
 In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

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

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

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

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

Contractor Name:

_____   _____
Date   Name:
                                 Title:

Exhibit J – Certification Regarding the Federal Funding
Accountability And Transparency Act (FFATA) Compliance
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FORM A

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

1. The DUNS number for your entity is: _____

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

    _____ NO   _____ YES

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

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

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

    _____ NO   _____ YES

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

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

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

    Name: _____   Amount: _____

    Name: _____   Amount: _____

    Name: _____   Amount: _____

    Name: _____   Amount: _____

    Name: _____   Amount: _____

A. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

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

3. If DHHS notifies the Contractor that DHHS has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.

4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.

5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.

6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.

2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.

3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is <u>encrypted</u> and being sent to and being received by email addresses of persons authorized to receive such information.

4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.

5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.

6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.

7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.

8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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

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

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

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

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

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

B. Disposition

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

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

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. The Contractor must ensure that all End Users:

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

    b. safeguard this information at all times.

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

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

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

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

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

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

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

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

V.   LOSS REPORTING

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

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

1. Identify Incidents;

2. Determine if personally identifiable information is involved in Incidents;

3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;

4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov